ORDER FOR					ee instructions in 300-1 for distribution	PAGE 1 OF 1 PAGE(S)	
1. DATE OF ORDER       2. ORDER NUMBER         09/25/2018       47QFWA18F0089			3. CONTRACT NUMBER GS00Q09BGD0010		4. ACT NUMBER A21911822		
FOR	5. AC	COUNTIN	NG CLASSIF	ICATION	6.	FINANCE DI	IVISION
GOVERNMENT USE ONLY	FUND 285F	ORG CODE Q07FA000	B/A CODE AA20	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE AF151	C/E CODE H08	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	СС-В	PRT./CRFT		Al	LC	DISCOUNT
7. TO: CONTRACTO	•		ip code)		8. TYPE OF ORDER B. DELIVERY		REFERENCE YOUR
AMERICAN SYSTEM 14151 PARK MDW E CHANTILLY, VA 2019 United States	R STE 500	TION					ms specified on both sides of any, including delivery as
B-6	United States B-6				This delivery order is subject to instructions contained on this s only of this form and is issued subject to the terms and condition of the above numbered contract.		ctions contained on this side to the terms and conditions
					C. MODIFICATION NO. P00000 TYPE OF MODIFICATION:  AUTHORITY FOR ISSUING		
9A. EMPLOYER'S I NUMBER B-4	DENTIFICATION	ON	9B. CHECK, IF WITHHOLD 20		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.		
10A. CLASSIFICAT Other than one of the			1		10B. TYPE OF BUSINESS ORGANIZATION C. Corporation		
11. ISSUING OFFICE (Address, zip code, and telephone no.) GSA Region 07 Kervin T Dupart 819 TAYLOR ST FORT WORTH, TX 76102-6124 United States (817) 978-0602  12. REMITTANCE ADDRI (MANDATORY) AMERICAN SYSTEMS CO 13990 PARKEAST CIRCLE CHANTILLY,VA 20151 United States			RPORATION	13. SHIP TO (Consignee address, zip code and telephone no.) Jeremy B Whitmore 660 A Street West, Hanger 74 Randolph AFB, TX 78150 United States (210) 652-4826		code and telephone no.)	
14. PLACE OF INSPECTION AND ACCEPTANCE Jeremy B Whitmore 660 A Street West, Hanger 74 Randolph AFB, TX 78150 United States			Janet D Gilliam 307 DWYER AVE	ER AVENUE ONIO, TX 78204-0000 ates		one no.)	
16. F.O.B. POINT 17. GOVERNMENT B/L NO.		18. DELIVERY F.O.B. POINT ON OR BEFORE 09/25/2019  19. PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0.00 % 0 DAYS / 0.0 DAYS					

#### 20. SCHEDULE

ITSS Project Number: ID07180022 Training System Support Center (TSSC) for the ANG C-130 Multi-Mission Crew Trainer (MMCT)

#### ACT #: A21911822

a. This is a Hybrid Firm Fixed Price (FFP) task order with Time & Material (T&M) Other Direct Costs (ODCs), Cost Reimbursable (CR) Travel and CAF. The task order consists of a one year base period and four option years.

This is a severable requirement.

Travel shall be a cost-reimbursable expense. No G&A or other administrative fees shall be allowed on travel.

American Systems Corporation Technical Package and Pricing Spreadsheet (submitted/dated September 19, 2018) are hereby fully incorporated into the task order.

The contractor shall provide all labor and services in accordance with the Performance Work Statement (PWS) dated August 16, 2018 and the proposal provided by the contractor on the date stated above. The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount awarded on this task order, and the contractor is not obligated to continue performance under this contractor or otherwise incur costs in excess of the work requirements outlined in the PWS, the contractor's proposal, and this SF 300.

The total dollar amount for the Base Year is \$4,862,707.72. All CLINs are fully funded. The amount of \$4,862,707.72 is added at this time as follows:

Labor - B-4 ODCs - B-4 Travel - B-4 CAF - B-4

Contractor shall not incur costs or provide services that will exceed the funded amount expressed in the task order, which is \$4,862,707.72.00. Changes to this task order shall be made in writing only, and shall not be made by anyone other than the Contracting Officer.

b. Period of Performance and Awarded Amounts

Base: September 26, 2018 - September 25, 2019 / \$4,862,707.72

CLIN 0001 CLIN 0002 **CLIN 0003 CLIN 0004** Option Year 1: September 26, 2019 - September 25, 2020 / \$5,553,182.93 CLIN 1001 -CLIN 1002 CLIN 1003 **CLIN 1004** Option Year 2: September 26, 2020 - September 25, 2021 / \$5,635,486.31 CLIN 2001 -**CLIN 2002** CLIN 2003 **CLIN 2004** Option Year 3: September 26, 2021 - September 25, 2022 / \$5,719,470.71 **CLIN 3001** CLIN 3002 **CLIN 3003 CLIN 3004** Option Year 4: September 26, 2022 - September 25, 2023 / \$5,805,117.17 CLIN 4001 -

**CLIN 4002 CLIN 4003 CLIN 4004** 

Total Base plus Four Option Years: \$27,575,964.84

Option to Extend Services: September 26, 2023 - March 25, 2024 (or any six month period following any of the end dates referenced above in the base period of performance through the Option Year 1 period of performance, as required by the Government.)

c. Option periods were evaluated at the time of task order award. The option periods included in this task order shall be exercised in accordance with FAR clauses 52.217-8 and 52.217-9, and GSAM 552.217-71. Options may be exercised at the discretion of the Government, within the terms expressed in the aforementioned clauses. Options shall be exercised at the dollar values accepted in the contractor's original proposal at the time of award.

ITEM NO.	SUPPLIES OR	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	
(A)	(B)		(C)	(D)	(E)	(F)
0001	FFP Labor - Base Year		1	lot	B-4	B-4
0002	T&M ODCs - Base Year		1	lot	B-4	B-4
0003	CR Travel - Base Year		1	lot	B-4	B-4
0004	CAF		1	lot	B-4	B-4
21. RECEIVING OFFICE (Name, symbol and telephone no Trainer Development Divsion, (210) 652-4826					TOTAL From 300-A(s)	
22. SHIPPING POI Specified in QUOTE		23. GROSS SHIP WT.			GRAND \$4,862,707.72	
24. MAIL INVOICE TO: (Include zip code)  General Services Administration (FUND) The contractor shall follow these Invoice		25A. FOR INQUIRIES REGARDING PAYMENT CONTACT: GSA Finance Customer Support			25B. TELEPHONE 816-926-7287	NO.
Submission Instructions. The contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. For additional assistance contact the ASSIST		26A. NAME OF CONTRACTING/ORDERING OFFICER(Type) Kervin T Dupart		26B. TELEPHONE NO. (817) 978-0602		
Helpdesk at 877-472-4877. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).		26C. SIGNATURE Kervin T Dupart 09/25/2018				
GENERAL SERVIC	ES ADMINISTRATION	1. PAYING OFFICE			GSA	FORM <b>300</b> (REV. 2-93)

## **TASK ORDER # ID07180022**

## **Performance Work Statement (PWS)**

FOR THE

Training System Support Center (TSSC) for the Air National Guard (ANG) C-130 Multi-Mission Crew Trainer (MMCT)

In Support of the

Air National Guard (ANG)

**DATE** 16 August 2018

#### 1.0 INTRODUCTION

The C-130H2 Multi-Mission Crew Trainer (MMCT) is a full-scale replica of the C-130H2 cockpit. It provides pilot, copilot, and flight engineer training systems that are fully populated with touch-screen switches, knobs, and displays that are representative of the location and appearance of a C-130H2 MMCT Weapons System Trainer (WST).

The ANG requirement is for the C-130 MMCT device to be delivered to sixteen (16) ANG contiguous United States (CONUS) locations, and will require training system support and field support through the implementation of a C-130 MMCT Training System Support Center (TSSC). The C-130 MMCT TSSC will be a central technical and sustainment hub to support C-130 MMCT activities.

#### 1.1 RELOCATABLE SIMULATION SHELTER (RSS)

A Relocatable Simulation Shelter (RSS) is a self-contained, purpose-built, weatherproof, electrically powered, climate-controlled, and protected environment for the human occupants and simulator training device(s). The RSS includes self-contained environmental control through integral air conditioning/heating units, humidity control, fire detection and suppression, and integral lighting. The RSS is transportable using conventional commercial vehicles, and meets the road size and weight restrictions.

The RSS is considered part of the C-130 MMCT device equipment, and as such, the C-130 MMCT TSSC shall be responsible for the OM&S of the RSS.

#### 1.2 C-130 MMCT LOCATIONS

Table 1 outlines the C-130 MMCT locations requiring support through FY19, including a notation for those C-130 MMCT devices which, as of the date of this PWS, we know will be housed in an RSS.

	Unit Location	No. of Systems	RSS
1	TSSC, QD-VA	1	
2	Mansfield, OH	1	
3	Bradley, CT	1	
4	Great Falls, MT	1	
5	St Joseph, MO	2	Y (2X)
6	Savannah, GA	1	
7	Schenectady, NY	1	Y (1X)
8	New Castle, DE	1	Y (1X)

**Table 1. Training Device Locations** 

	Unit Location	No. of Systems	RSS
9	Peoria, IL	1	
10	St. Paul, MN	1	Y (1X)
11	Cheyenne, WY	1	
12	Louisville, KY	1	Y (1X)
13	Charleston, WV	1	
14	Little Rock, AR	1	
15	Ft. Worth, TX	1	
		16	5

# 1.2.1 C-130 MMCT Connectivity to Combat Air Forces (CAF) Distributed Mission Operation (DMO) Connectivity

The C-130 MMCT CAF DMO connects via Air Reserve Component Network (ARCNet). The Distributed Training Operations Center (DTOC) at the 132 FW in Des Moines operates and maintains the ARCNet. The DTOC organizes DMO events for ANG and Air Force Reserve Combat pilots. The requirements to operate on the ARCNet is the same as CAF DMO. However, connections to the CAF DMO will be made through the DTOC to the Combat Air Force (CAF) Distributed Training Center Network (DTCN).

#### 1.3 SCOPE

This document establishes the requirements for the C-130 MMCT TSSC contract with GSA. The requirements defined herein establish the scope of tasks, products, and services that may be exercised through program-specific tasks. The following tasks fall within the scope of this effort:

- Paragraph 3.1: Program Management/Systems Engineering. This includes all support, not
  considered co-located at the unit/base, such as: financial management, personnel
  management, program security, safety, subcontract management configuration
  management, cybersecurity support (including security and virus scans), sustainment
  engineering and planning, and managing technology insertion.
- Paragraph 3.2: Contractor Operations and Maintenance Support (COMS). Support includes operations, maintenance, and sustainment (OM&S) activities at operational locations, such as:
  - Managing a support package, to include replenishment of spares, required to sustain the C-130 MMCT devices
  - Managing program equipment, to include facilities and shelters.
  - Supporting trade studies, analysis, and technology insertion events.
  - Interoperability: DMO integration, testing, and sustainment.

- Qualification and Test support: test planning, integration and test support, support for Simulator Certification (SIMCERT).
- Contract transition activities including transfer of responsibility from the prior sustainment contract.
- Paragraph 3.3: Software Maintenance. Management and maintenance of recurring software licenses and support, maintenance licenses, software/system integration labs (SILs), and software revision updates.
- Paragraph 3.4: Spares Management. Identification and procurement of spares for the C-130 MMCT program.
- Paragraph 3.5: Equipment Management. Identification and procurement of C-130 MMCT TSSC equipment, to include the RSS OM&S.
- Paragraph 3.6: Representational Support. Support of conferences, demonstrations, exercises, evaluation events.
- Paragraph 3.7: Relocation. Support of the relocation of the C-130 MMCT TDs, ancillary TD equipment, the RSS, and the TSSC itself, as missions are re-defined.
- Paragraph 3.8: Travel. All travel in support of this effort, the C-130 MMCT TSSC tasks.
- Paragraph 3.9: Task Order Transition. Support of follow-on contractual transition activities.
- Paragraph 3.10: Deliverables. Draft and management of Contract Data Requirements documentation.

The period of performance (PoP) for this effort is for one (1) base year, and four (4) option years, from date of award.

#### 2.0 REFERENCE DOCUMENTS

Unless otherwise specified, the following documents and the version in effect on the date of the contract award shall form a part of this PWS to the extent specified herein. Not all are explicitly referenced in this PWS. Replaced reference documents shall become part of this PWS, and replace the following reference documents in the tables below.

Table 2. DoD Publications, Specifications and Standards

Document #	Revision	Date	Title
AEI 17 101		02 Eab 17	Risk Management Framework (RMF) for

Document #	Revision	Date	Title
AFI 17-101		02 Feb 17	Risk Management Framework (RMF) for Air Force Information Technology (IT)
AFI 17-130		18 Oct 16	Air Force Cybersecurity Program Management
AFI 17-1303		20-Mar-15	Cybersecurity Workforce Improvement Program
AFI 31-501		27 Jan 05	Personnel Security Program Management

Document #	Revision	Date	Title
AFI 31-601		29 Jun 05	Industrial Security Program Management
AFI 36-2251		5 Jun 09	Management of Air Force Training Systems
AFI 91-204		12 Feb 14	Safety Investigations and Reports
AFMAN 17-1303		10 Feb 17	Cybersecurity Workforce Improvement Program
AFMPAM 63-128		10 Jul 14	Integrated Life Cycle Management
AFGM2016_16-01		21 Jan 16	Air Force Guidance Memorandum on Implementation of Authoritative Data Sources for Live, Virtual, and Constructive Operational Training (LVC-OT) Systems
CNSS Instruction 1253		27 Mar 14	Security Categorization and Control Selection for National Security Systems
DFARS 211.106		18 Nov 13	Purchase Descriptions for Service Contracts
DFARS 252.211-7003		Dec 13	Item Unique Identification and Valuation
DoDI 5200.02	Change 1	09 Sep 14	Personnel Security Program
DoDI 5200.44	Change 1	25 Aug 16	Protection of Mission Critical Functions to Achieve Trusted Systems and Networks
DoD 5220.22-M	Change 2	18 May 06	National Industrial Security Program Operating Manual (NISPOM)
DoDI 5230.24	Change 1	28 Apr 16	Distribution Statements on Technical Documents
DoDI 6055.01		14 Oct 14	DoD Safety and Occupational Health (SOH) Program
DoDI 8500.01		14 Mar 14	Cybersecurity
DoDI 8510.01	Change 1	24 May 16	Risk Management Framework (RMF) for DoD Information Technology (IT)
DoD 8570.01-M	Change 4	10 Nov 15	Information Assurance Workforce Improvement Program
MIL-STD-882	E	11 May 12	Military Standard, System Safety Program Requirements
TO 00-35D-54		1 Sep 15	USAF Deficiency Reporting, Investigation, and Resolution

**Table 3. Other Reference Publications** 

Document #	Revision	Date	Title
ANSI/EIA 632		1 Sep 03	Processes for Engineering a System
ANSI/EIA-836	В	26 Sep 15	Configuration Management Data Exchange and Interoperability
ASTM D3951-10			Standard Practice for Commercial Packaging
Federal Information Processing Standards (FIPS) Publication 199		Feb 04	Standards for Security Categorization of Federal Information and Information Systems
NIST SP 800-161		1 Apr 15	Supply Chain Risk Management practices for Federal Information Systems and Organizations
ISO/IEC/IEEE 15289:2015		21 May 15	Systems and Software Engineering
NIST 800-18	1	1 Feb 06	Guide for Developing Security Plans for Federal Information Systems
NIST SP 800-53	4	Apr 13	Recommended Security Controls for Federal Information Systems and Organizations
SAE AS5553A	A	21 Jan 013	Fraudulent/Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition

#### 2.1.1 Order of Precedence in Contractual Requirements

In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

## 3.0 PERFORMANCE REQUIREMENTS

#### 3.1 PROGRAM MANAGEMENT/SYSTEMS ENGINEERING

#### 3.1.1 Program Management

The Contractor shall establish and implement a program management office function to manage all technical performance, reliability, maintainability, schedule, and data delivery requirements of the contract. The Program Manager shall serve as the main point of contact for this effort.

The Contractor shall plan and manage daily operations and activities associated with providing this requirement to ensure the necessary processes and activities are performed to provide an effective and acceptable system. The Contractor shall employ effective management tools and methods to assure control of cost, schedule, and performance.

The Contractor shall provide technical support to the program office throughout the duration of this effort. This includes post-installation support, which includes, but is not limited to: development of engineering and technical data, responding to requests for technical assistance, and development of technical alternatives to remedy Government-identified issues. As needed, the Contractor shall conduct, support, or participate in program management and technical reviews, meeting, and conferences to ensure effective and efficient project execution.

The Contractor shall provide a master schedule, to include development, delivery, installation and test schedule, for Government review and approval, within six (6) weeks of award.

The Contractor shall be responsible for storage, staging, and deployment of any equipment and materials provided as part of this project, unless otherwise mutually agreed upon by the Government and the Contractor.

The Contractor shall submit a monthly status report (MSR) summarizing accomplishments, risks, travel, and any comments and/or concerns of note.

CDRL A001, DI-MGMT-80227/T, Progress Report

#### 3.1.1.1 Risk Management

The Contractor shall implement an integrated risk management program. The Contractor shall perform continuous and comprehensive risk analysis efforts to identify, prioritize, and manage all risks. The Contractor shall propose alternatives to mitigate the effects of identified risks, and shall define criteria for initiation of alternatives. The Contractor shall provide the Government access to its risk management plan through the internet or Contractor's electronic database. The Contractor shall present the risk status at the PMR.

The Contractor shall include Government-identified risks in their risk management program. The Contractor shall use Air Force Pamphlet 63-128, Chapter 12 as a guide to developing the risk management program.

#### **3.1.1.2** Associate Contractor Agreements (ACAs)

The Contractor shall enter into Associated Contractor Agreements (ACAs), as required, for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the ANG, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate contractors are listed in Table 4 below.

As necessary for specific tasks, the Contractor shall enter into ACAs for exchanging data, accessing and using third party software and equipment, receiving technical support, working interface issues, and/or agreeing on equipment use and time. At a minimum, the following areas shall be included or addressed in all ACAs:

ACAs shall include the following general information:

• Identify the associate contactors and their relationships.

- Identify the program involved and the relevant Government contracts of the associate contractors.
- Describe the associate contractor interfaces by general subject matter.
- Specify the categories of information to be exchanged or support to be provided.
- Include the expiration date (or event) of the ACA.
- Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
- A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.
- The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.
- Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- All costs associated with the agreements are included in the negotiated cost of this
  contract. Agreements may be amended as required by the Government during the
  performance of this contract.
- The following contractors are associate contractors with whom agreements are required:

ContractorAddressProgram/ContractRiverTech, LLC10807 New Allegiance Drive,<br/>Suite350-200<br/>Colorado Springs, CO 80921-<br/>3796502 Trainer Development<br/>Squadron (TDS)

**Table 4. Other Reference Publications** 

In the event the Contractor and associate Contractor(s) cannot agree on the responsibilities of both parties, each Contractor shall submit justifications for adjudication by the Procurement Contracting Officer (PCO).

#### 3.1.1.3 Subcontractor Management

The Contractor shall manage and integrate subcontractors into the program in accordance with (IAW) the Program Management Plan (PMP). The Contractor shall ensure the requirements of

this contract are consistently applied to all subcontracts and associate contracts. The Contractor shall ensure that subcontractors and vendors have incorporated necessary program elements ensuring compatibility of supplied equipment to any device being modified.

CDRL B0025, DI-MGMT-81797, Program Management Plan

#### 3.1.2 Cost, Schedule, and Performance Control

The Contractor shall provide a contractor-format, cost burn-rate report, on a monthly basis. The cost report should be categorized into the following eight categories:

- Program Management
- COMS
- Software Maintenance
- Spares
- Equipment
- Representational
- Relocation
- Travel

The Contractor shall reflect total budget for each cost category, amount used as of report date, and burn-rate percentage.

#### 3.1.3 Reviews and Meetings

#### 3.1.3.1 Program Meetings

When practical, meetings may be conducted virtually (i.e., web-based, teleconference, Video Teleconference Communication (VTC), Defense Connect Online, etc.) as long as desired meeting/conference objectives can be achieved. Audio teleconference or VTC shall be available for all scheduled meetings.

When directed by the Government Program Office (GPO), the Contractor shall host, chair, or participate in meetings, including aircraft-associated meetings which impact the C-130 MMCT Program, and provide minutes/trip reports for those same meetings. The Contractor shall provide agendas, briefing materials, and minutes for all C-130 MMCT meetings that they host/manage. If the Contractor is running the meeting, the Contractor shall provide necessary briefing materials before the presentation begins.

All arrangements for meeting rooms, audio-visual equipment, etc., including room rentals, for Contractor-hosted C-130 MMCT meetings, or GPO-requested "Government Only" meetings, shall be the Contractor's responsibility.

#### 3.1.3.1.1 Post Award Conference

A Post Award Conference (PAC) shall be held within thirty (30) calendar days after becoming 100% responsible for the contract at the TSSC. This conference shall introduce key participants, and identify points of contact. The PCO will lead the discussion so all parties understand the scope of the work. The Contractor shall document the PAC.

#### 3.1.3.1.2 Program Management Review (PMR)

The Contractor shall support and document the results of C-130 MMCT Program Management Reviews (PMRs), which will be conducted two (2) times a year. At a minimum, attendees will include the GPO, TSSC representative(s), and NGB/A3M.

#### 3.1.3.1.2.1 PMR Content

The Contractor shall, at a minimum, address the following items at PMRs, though additional items may be added upon GPO direction and the Contractor may discuss other items. The Contractor shall clearly delineate items presented in the PMR that differ significantly from status provided in program Contract Data Requirements Lists (CDRLs).

- Program Health. A discussion of the C-130 MMCT program health and its current status in meeting device availability requirements.
  - The Contractor shall summarize program successes, as well as program issues, during the reporting period and discuss how they impact training. The summary shall emphasize benefits and impacts to the Government (i.e., cost, schedule, or technical benefits).
  - Action Item Status.
- Risk Status. A discussion on program risks including current status of each program and project risk, the mitigation plans, and the recovery plans as appropriate. Each risk identified within the program shall be discussed with its current status, including trigger-point (i.e., the watch parameter for this risk that triggers when a risk is realized) information. All risks shall be discussed, even those risks assumed by the Contractor, as all risks can affect program performance as well. Each risk shall have a POC assigned.
- Limitations on Subcontracting. The Contractor shall report their, as well as any subcontractors', level of effort.
- Site Status. Facility projects, device interface status and issues, and other site issues including site management and security.
- ECP/CCP/DEV/1067s Status. Status on major ECP/CCP/DEV/1067 projects shall be presented. Status includes schedule and performance status and any blocks to completion.
- Trade Study Status. Status on any trade studies being developed or those already submitted.
- Deficiency Report (DR) Status. Status on the program's overall DR status. This includes in-scope, out-of-scope, and enhancement DRs. The status shall include the initial

identification date, the original planned closure date, the current planned closure date, the responsible organization/personnel assigned, the current resolution status, the priority, brief description of the DR, and the impact if not closed.

- Quality. Address quality issues.
- Diminishing Manufacturing Sources (DMS). Status looking out at least one year.
- Cybersecurity status and review: review ATO documentation, security plans, and processes at least annually for currency and applicability
- Other issues identified by either the Contractor or the Government.

#### **3.1.3.1.3 Monthly Program Teleconference**

The Contractor shall arrange for and host a monthly teleconference to discuss program issues and concerns, including document deliveries, TSSC issues/concerns, Operational Site activities and limitations, Help Desk activities, Cybersecurity/Information Assurance, Logistics issues/concerns, and Program Action Item status.

#### 3.1.3.2 Conferences, Evaluations, and Demonstrations

The Contractor representative shall attend other conferences when requested by the PCO. All conference travel costs shall be reimbursed via a no-fee cost reimbursable Contract Line Item Number (CLIN).

The Contractor shall provide manpower for the Air National Guard (ANG) booth exhibit and demonstrate the versatility and multiple-integration capabilities of ANG products which are essential to the continued modernization of modeling and simulation within the ANG.

The Contractor shall provide a trip report for every conference attended, no later than thirty (30) days after trip completion.

CDRL B0026, DI-MISC-81943, Trip/Travel Report

#### 3.1.4 Quality Assurance

The Contractor shall provide NGB/A3M, the Contracting Officer's Representative (COR), and other Government personnel, as requested, access to all quality-related C-130 MMCT records and data.

#### 3.1.4.1 Quality Assurance (QA) Plan

The Contractor shall document processes to provide, implement, and maintain a C-130 MMCT QA program applicable to all program and project efforts that are equivalent to one certified to ISO 9001:2008, as a means of ensuring that the requisite quality assurance oversight is exercised in fulfilling the requirements of this effort. The Contractor shall provide the program QA Plan as part of the PMP.

#### 3.1.4.2 Quality Control Audits

The PCO designated COR will verify the Contractor's performance at these locations. The COR will have access to the Contractor's records/documentation to confirm contractual requirements are met before verifying and recommending payment for supplies/services rendered. The COR will use the Contract Field Service Report to verify Contractor performance.

The Contractor shall provide assistance during Government quality assurance inspections and audits upon request. The COR will document all discrepancies found during Government inspections, audits and surveillances on Corrective Action Requests (CARs).

#### 3.1.4.2.1 Performance Standards and Performance Requirements Summary (PRS)

Table 5 provides the Services Summary (SS) portion of the C-130 MMCT QA Surveillance Plan. These SS elements shall be used to evaluate the C-130 MMCT prime contract holders' performance and success. The Contractor Performance Assessment Report (CPAR) will be used by the Government as a means to document the Contractor's successful performance of these performance objectives. The Contractor shall adhere to the Performance Based Service Acquisition (PBSA) metrics set forth in Table 5.

**Table 5. Performance Requirements Summary** 

SS	Performance Objective	Performance Threshold	Method of Surveillance	Remedy
SS-01	CDRL Submissions Accurate and Complete	<ul> <li>CDRLs pass first</li> <li>Government review 95% of the time at initial submission, as defined in the CDRL</li> <li>Re-submittal with correction of documents within 5 work days of notification</li> </ul>	100% Inspection	Re-performance
SS-02	TSSC Operations	<ul> <li>No more than 3         Government identified failures within a software release         • Correction of the problem/errors within 2 work days of notification     </li> </ul>	100% Inspection	<ul><li>Re-performance</li><li>Document in CPAR</li></ul>
SS-03	Training Device Availability	• Deficiency corrected within (48 hrs of being notified of failure)	100% Inspection	• Document in CPAR

SS	Performance Objective	Performance Threshold	Method of Surveillance	Remedy
SS-04	Fidelity of Training Devices	Meet ARASQ Rev C, Level 1 SIMCERT anytime	SIMCERT (semi- annually) Customer feedback	<ul> <li>Decrement Availability</li> <li>Document in CPAR</li> <li>Discrepancy Record</li> </ul>
SS-05	Training System Relocation – Minimal Device Damages Sustained	<ul> <li>95% of all damages identified to be corrected within 5 calendar days of notification</li> <li>Remaining 5% corrected within 14 calendar days of original notification</li> </ul>	Customer Complaint	<ul><li>Re-performance</li><li>Document in CPAR</li></ul>
SS-06	Program Security	100% Compliance with DoD and Air Force publications and instructions	Periodic Inspection	CAR Re-performance Document in CPAR
SS-07	Transition	Follow Transition Plan IAW PWS requirement No deviation	100% Inspection	Re-performance Document in CPAR
SS- 08*	Maintain, update, and keep master and site libraries current	No missing documents; Documents current Outdated documents disposed of 99% accuracy correctable to 100% within 5 workdays of findings All baseline related documents include the version number or a reference to the correct baseline.	Annually	<ul><li>Re-performance</li><li>Document in CPAR</li></ul>
SS-09	Device Modification Discrepancies	Correct modification discrepancies to 100% by modification delivery date	Test Procedures	<ul><li>CAR</li><li>Re-performance</li><li>Document in</li><li>CPAR</li></ul>

### 3.1.5 Data Rights

All documentation, equipment and media, including all source material/files/etc., developed and/or maintained under this contract are the sole property of the Government, without any restrictions or limitations, upon delivery to and acceptance by the Government. The Contractor shall turn over all such materials to the Government at Government direction or at contract completion, expiration, or termination, using applicable CDRLs as guides.

#### 3.1.5.1 Proprietary Data

No proprietary hardware or software shall be included in any modifications or updates to the C-130 MMCT Training System, unless specifically identified by the Contractor and approved by the PCO. At a minimum, the Contractor shall provide Government-use rights for all new hardware or software development and modifications. The Contractor shall maintain existing proprietary hardware or software to ensure current capabilities, and shall replace with Commercial Off-the-Shelf (COTS) when modifications to the system allow.

#### 3.1.5.2 Electronic Data

The Contractor's electronic data management system shall provide the Government the capability to download, review, comment and approve Contractor-generated data, with an appropriate audit trail.

#### 3.1.5.3 Design Data

For modifications (i.e., ECPs or TSSC tasks), the Contractor shall be responsible for the collection of all design data necessary to comply with the requirements of the contract. The Contractor shall enter into agreements with any required Contractor to obtain the necessary data. The Contractor and GPO team shall be responsible for generating alternatives if the data is not available.

The Contractor shall maintain the design data and other required data to ensure that C-130 MMCT configuration is tracked as changes occur and that training system hardware/software baselines are clearly traceable to specific data or revisions thereto. The data and changes that occur shall be reviewed by the Contractor to determine their impact. The Contractor shall identify the changes, and discuss the impact with the Government for GPO approval at the next Training System Configuration Working Group (TSCWG). The Contractor shall not use proprietary data unless approved by the Government.

#### 3.1.6 Contractor and Government Furnished Items and Responsibilities

#### 3.1.6.1 Contractor Furnished Items and Responsibilities

Unless otherwise stipulated, the Contractor shall furnish or provide all personnel, personnel management and supervision, all related internal supporting business functions (including background and "overhead" personnel), materials, supplies, equipment, and facilities to perform the full range of technical and administrative services required by this contract. The Contractor shall provide appropriate facilities, support, office and technical equipment and supplies, and services for any off-site support related to this contract.

The Contractor shall be required to acquire property in support of the services of this contract, and its subsequent task orders. Contractor Acquired Property (CAP) is defined as property procured by the Contractor, whereby the Government has TITLE after reimbursement for the cost of the CAP. CAP shall be handled in accordance with the instructions in the clause at FAR 52.245-1.

#### 3.1.6.2 Government Furnished Property/Equipment/Information (GFP/E/I)

The Government will provide access to the appropriate Government-owned reference materials, facilities, and equipment necessary in the performance of this effort. As appropriate, the Government will provide the necessary materials and services that include, but are not limited to: workspace, Government-networked computers or laptops, telephones, secured containers, and SIPRNET terminals at Government facilities, required for contractor personnel performing tasks on this contract.

Any property furnished by the Government during the life of this contract shall be tracked by the Contractor. This includes any hardware, software, or supplies that the Contractor shall acquire, install, maintain and provide at the direction of the Contracting Officer in order to accomplish the specified tasks. At completion of this contract, all Government-Furnished Equipment, including all items purchased through this contract, shall be returned to the Government or incorporated into final deliveries or products.

The Government will provide oversight of the classified security program at Government facilities. As part of the oversight activity, the Government will provide the Contractor access to Government facilities/areas that house the C-130 MMCT device, and perform security container custodian responsibilities that include, but are not limited to, granting contractor personnel access to security containers. The Government will authorize the Contractor to facilitate the transfer of classified information to the Government activities, and performance of secure area end-of-day security checks.

In addition, the Government will provide access to all Government facilities as necessary, including sponsorship for access to non-Government facilities, for execution of all contractor tasks.

If additional GFP/GFE is required, the contractor shall forward a request to the Government at least thirty (30) days before the need date. All GFE or GFP shall be returned, or incorporated into the deliverables of this Module, upon completion of the effort.

#### 3.1.6.3 Handling and Safeguarding of Government Property

The Contractor shall manage Government property IAW Federal Acquisition Regulations (FAR) 45.105. The Contractor shall track and store property, equipment, and information in a secure location IAW the Government Property Clause. The Contractor shall protect Government assets to prevent damage during the time the Contractor has possession.

#### 3.1.6.3.1 Property Damage

When mishaps (Ref AFI 91-204) involving Government property associated with the C-130 MMCT program occurs, the Contractor shall report the accident or incident as soon as possible, but no later than 24 hours following the event, to the COR, via email, regardless of the time of day. The Contractor shall assist in securing the scene and the damaged item(s) until released by the accident investigative authority as designated by the local Safety Office.

If the Government elects to conduct an investigation of the accident, the Contractor shall cooperate fully and shall assist Government personnel until the completion of the investigation.

The Contractor shall include a clause in each of its subcontracts which shall require subcontractor cooperation and assistance in accident reporting and investigation.

#### 3.1.6.3.2 Government Property Disposal/Disposition

By direction of the PCO or COR, the Contractor shall turn over spares, support equipment, and other assets that are no longer serviceable IAW the contract and the current FAR Part 45.6 provisions. If approved by the GPO, the Contractor shall dispose of identified material through the Plant Clearance Automated Reutilization Screening System (PCARSS) process. This includes shipment of material to the disposal site(s) as directed by the Plant Clearance Officer.

If PCARSS is unavailable to the program, the Contractor shall transfer or dispose of items via processes approved by the GPO and/or local base authorities.

The Contractor shall process all items through PCARSS which are no longer required by the program and determined to be excess (e.g. removed as a result of a modification).

The Contractor shall prepare the items for disposal (i.e., removal of classified, sensitive, recyclable or precious materials, etc.), and transport the components to the location determined by the Plant Clearance Officer.

#### 3.1.6.4 Hazardous Waste

The Contractor shall manage Hazardous Materials, including those embedded in the system or used during operation or maintenance, as an element of the Systems Engineering process. The training system shall not generate or use Class I or Class II Ozone Depleting Substances during operation or disposal.

The Contractor shall comply with the host installation hazardous material management (applicable when hazardous materials are used during operations and maintenance activities), hazardous waste disposal (applicable when system operation or maintenance activities generate a hazardous waste), Voluntary Protection Program, and fire safety requirements.

The Contractor shall be responsible for the proper handling, storage, transportation, and disposal of all hazardous waste resulting from performance on this contract IAW AFI 32-7042 and the host base directives and guidelines, if operating on a Government installation.

#### 3.1.7 Environment, Safety, and Occupational Health (ESOH)

The Contractor shall comply with the Occupational Safety Health Act (Public Law 91-596) and specific health and safety requirements identified in this PWS. The Contractor shall comply with the health and safety rules of the local Government installation not directly addressed in this PWS. The Contractor shall comply with DoDI 6055.01, DoD Safety and Occupational Health (SOH) Program.

The Contractor shall take reasonable steps and precautions to prevent accidents and preserve the health and safety of Contractor and Government personnel performing or in any way coming in contact with the performance of the requirements as defined in this PWS. The Contractor shall take additional immediate precautions identified by the government (e.g. PCO, COR, or local Safety Office) for health and safety purposes.

#### 3.1.7.1 System Safety

The Contractor shall establish, document and update a System Safety Program IAW MIL-STD-882E and best commercial practices. At a minimum, the Contractor shall comply with Sections 3 and 4 IAW MIL-STD-882E, and apply other sections as required. The Contractor shall identify and prioritize hazards.

The Government reserves the right to identify additional hazards and report them to the Contractor for resolution. The Contractor shall analyze, eliminate, and minimize hazards. Designs shall comply with ESOH laws and regulations and AFI 91-203 to minimize threats to the environment and minimize safety and health hazards to all personnel using or maintaining the equipment, whether the system equipment is in an operative or non-operative state, for the life cycle of the system.

The Contractor shall ensure that the system safety designed into the training system devices shall not be degraded or compromised. The Contractor shall assess and summarize all risks assumed during test and operation, identify safety features of the system, and specify procedural controls to be followed. The Contractor shall provide a supporting site safety checklist which establishes steps for the prompt investigation, correction and tracking of safety and health violations and/or uncontrolled hazards in Contractor work areas.

#### 3.1.8 Packaging, Handling, Storage, and Transportation (PHS&T)

The Contractor shall be responsible for packaging, handling, labeling, and shipment of C-130 MMCT equipment such as spares, software, and consumables via appropriate modes of transportation. The Contractor shall identify and manage any items requiring special handling and/or movement procedures which may include hazardous, classified/sensitive, oversize/outsize, electrostatic sensitive device items, or precious metals.

- The Contractor shall ensure packaging data identifies ESD sensitive items and assemblies as defined in MIL-STD-1686C and hazardous materials per CFR 49.
- Shipments of classified/sensitive material or equipment shall be handled, transported, transmitted and protected IAW the National Industrial Security Program Operating Manual, DoD 5220.22-M.

The Contractor shall comply with ASTM D3951-10 and MIL-STD-129R for marking when commercial packaging is specified. The Contractor shall provide PHS&T data to the Government for new and modified items when the packaging data has changed. The Contractor shall provide transportation data for new items or for modified items IAW FAR 52.247-53. The Contractor shall be responsible for the transportation of these items IAW DD Form 1653. The

Contractor shall ensure shipped items are protected from the hazards of handling equipment and shall be transportable IAW MIL-STD-1366E.

#### 3.1.9 Program Security

The Contractor shall comply with local base standards for safety and security, and shall maintain security for all facilities they occupy/manage IAW host base security requirements.

The Contractor shall protect For Official Use Only (FOUO) and classified material from unauthorized access. The Contractor shall report all security violations and/or anomalies immediately to the COR and GPO.

The Contractor shall ensure system security plans to support the routine operation and maintenance of C-130 MMCT components at the collateral SECRET level IAW CAF DMO security requirements. CAF DMO security requirements are outlined in the Security Standards of the current CAF DMO Standards.

#### 3.1.9.1 Acquisition Systems Protection

#### 3.1.9.1.1 Acquisition Program Security

The Contractor shall ensure security program requirements are integrated into all program areas of this contract as required by the following:

- a. DoD Directive (DoDD) 5000.01, The Defense Acquisition System
- b. DoD Instruction (DoDI) 5000.02, Operation of the Defense Acquisition System
- c. DoDI 5200.39, Critical Program Information (CPI) Identification and Protection within Research, Development, Test, and Evaluation (RDT&E)
- d. DoDI 8500.01, Cybersecurity
- e. DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT)
- f. Committee on National Security Systems Instruction (CNSSI) 1253
- g. AFI 17-101 Risk Management (RMF) for Air Force Information Technology (IT)
- h. AFI 63-113, Program Protection Planning for Life Cycle Management
- i. NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems
- j. NIST 800-53r4, Security and Privacy Controls for Federal Information Systems and Organizations

#### **3.1.9.1.2 System Security**

#### 3.1.9.1.2.1 System Security Plan (SSP)

The Contractor shall develop and maintain an overall program System Security Plan (SSP) IAW the OTI AO job aid for RMF implementation. The Security Plan provides an overview of the security requirements for the system, system boundary description, the system identification, common controls identification, security control selections, subsystems security documentation (as required), and external services security documentation (as required). The System Security Plan can also contain, as supporting appendixes or as references, other key security-related

documents such as a risk assessment, privacy impact assessment, system interconnection agreements, contingency plan, security configurations, configuration management plan, and incident response plan.

If there is already an existing security plan and ATO, the TSSC will review for updates. The Contractor shall submit a draft System Security Plan to the Government no later than ninety (90) days after contract award. The Contractor shall perform final submission after receiving Government comments on the draft SSP. If no comments are received within thirty (30) days, the draft shall be considered approved as the final System Security Plan.

The Contractor shall develop, maintain, and implement all procedures for cryptographic keying material loading (if applicable), as directed by the Government.

The Contractor shall provide a separate system for classified data management in Contractor facilities with oversight y DSS or other approved authority. On DoD installations, the Contractor shall utilize approved DoD systems for classified data management. Management of classified/sensitive material/equipment shall be handled, transported, transmitted and protected IAW the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, and DD Form 254.

Note: If there is a conflict between DD Form 254 and this PWS, the DD Form 254 shall take precedence. If a conflict is found, the Contractor shall immediately contact the PCO.

The SSP must be finalized no later than ninety (90) days before an ATO submission. If the SSP plan is updated, the Contractor will ensure the SSP reflects the current system security plan, configurations and practices.

#### 3.1.9.1.2.2 Vulnerability Management Plan (VMP)

The Vulnerability Management Plan (VMP) outlines the complete cycle of identification, classification, remediation, and mitigation of vulnerabilities. Vulnerability management includes patching, tracking, and testing.

For new programs without existing/prior program documentation, the Contractor shall submit a draft Vulnerability Plan to the Government no later than ninety (90) days after contract award. The Contractor shall perform final submission after receiving Government comments on the draft VMP. The VMP must be finalized no later than ninety (90) days before an ATO submission. If the VMP process is updated, the Contractor will ensure the VMP reflects the current vulnerability management process.

#### 3.1.9.1.2.3 Other System Security

The Contractor shall develop, maintain, and implement all procedures for cryptographic keying material loading (if applicable), as directed by the Government.

The Contractor shall provide a separate system for classified data management in Contractor facilities, with oversight by DSS or other approved authority. On DoD installations, the Contractor shall utilize approved DoD systems for classified data management. Management of classified/sensitive material/equipment shall be handled, transported, transmitted and protected

IAW the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, and DD Form 254.

Note: If there is a conflict between DD Form 254 and this PWS, the DD Form 254 shall take precedence. If a conflict is found, the Contractor shall immediately contact the PCO.

#### 3.1.9.1.3 Information Security

The Contractor shall execute the training system program IAW DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), DoD Instruction 5200.01, and the DoD Information Security Program. The Contractor shall comply with all security requirements as identified in the DoD Contract Security Classification Specification (DD Form 254). The DD Form 254 takes precedence over requirement stated in this PWS. The Contractor shall protect classified or sensitive materials and data received or generated as a part of the execution of this contract.

#### 3.1.9.2 Industrial Security

The Contractor shall comply with the requirements of the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M and AFI 16-1406 in management of the contract.

#### 3.1.9.3 Physical Security

The Contractor shall be responsible for ensuring that all mandated physical security requirements from the DD 254 and DoD 5220.22-M are met. The Contractor shall enforce local, AF, and DoD instructions on controlled and prohibited items inside the secure area.

#### 3.1.9.3.1 Contractor Facility Physical Security

The Contractor shall provide physical security in all Contractor facilities utilized to perform this contract. The Contractor shall safeguard all Government property and data provided for Contractor use. At the end of each workday, the Contractor shall secure Government equipment, materials, and data.

#### 3.1.9.3.2 Contractor Physical Security of Government Facilities

The Contractor shall be responsible for ensuring all mandated physical security requirements are met. The Contractor shall brief personnel on their responsibilities regarding maintaining physical security, including Open Storage documentation and approval, as required.

The Contractor shall enforce local, USAF, and DoDIs on controlled and prohibited items inside the secure area. At the end of each workday, the Contractor shall secure Government facilities, equipment, and materials local directives. The Contractor shall grant access to other Contractors, as required (e.g., for the performance of modifications, maintenance, and inspections) during times directed by the GPO.

#### 3.1.9.3.2.1 Access Control System

The Contractor shall use the site access control system established and managed by the facility security officer (FSO) for entry control system to the C-130 MMCT training/support facilities.

#### 3.1.9.3.2.2 Government Facilities Key and Combination Control

Keys issued to Contractor personnel shall not be used by unauthorized persons or duplicated without authorization. The Contractor shall reimburse costs, such as replacement locks or re-keying locks, which resulted from Contractor negligence.

#### 3.1.9.3.2.3 Contingency Procedures for Government Facilities

The Contractor shall provide security in the event of a security system malfunction at secure training facilities when Contractor personnel are on-site. The Contractor shall comply with base requirements for all real world FPCON levels. When required by real world FPCON levels, the Contractor shall secure the training facilities IAW base directives and control entry into those facilities IAW base plans unless relieved by U.S. military personnel.

The Contractor shall comply with FSO guidance during all exercises.

#### 3.1.9.4 Personnel Security

The Contractor shall ensure the requirements for granting access to classified information are met, as defined in the following:

- a. AFI 16-1404, Personnel Security Program Management
- b. DD Form 254, DoD Contract Security Classification Specification
- c. DoDM 5200.01 Vols 1-4, DoD Information Security Program Manual
- d. DoDI 5200.02, DoD Personnel Security Program (PSP)
- e. DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)

All Contractor personnel must obtain and maintain an Air Force security clearance at the SECRET level as a condition of employment. The Contractor shall obtain and maintain a JPAS account.

#### 3.1.9.4.1 Security Training

#### 3.1.9.4.1.1 Program Protection Awareness Training

The Contractor shall ensure that each Contractor/subcontractor employee completes Program Protection awareness training before performing any contract work and completes required annual refresher training throughout the period of performance. The Contractor/subcontractor shall maintain a listing by name and title of each Contractor/subcontractor employee working under this contract that has completed the required training.

#### 3.1.9.4.1.2 Cybersecurity Contractor Training and Certification

The Contractor shall ensure that personnel accessing information systems have the proper and current cybersecurity certification to perform cybersecurity functions IAW DoD 8570.01-M. The Contractor shall meet the applicable cybersecurity certification requirements, including:

- DoD-approved cybersecurity workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M.
- Appropriate operating system certification for cybersecurity technical positions as required by DoD 8570.01-M.

The Contractor/subcontractor shall maintain a listing by name and title of each Contractor/subcontractor employee working under this contract that has completed the required training. Upon request by the Government, the Contractor shall provide documentation supporting the cybersecurity certification status of personnel performing cybersecurity functions. Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing cybersecurity functions.

#### **3.1.9.5** Operational Security (OPSEC)

The Contractor shall apply Operations Security (OPSEC) principles and practices to reduce program vulnerability from successful adversary collection and exploitation of critical information. The Contractor shall participate/comply with the Base/Operating location's OPSEC plans.

The Contractor shall provide an analysis of current and future security requirements, as necessary, and implement/maintain OPSEC procedures for all program and project efforts at all levels of necessary classification IAW DoD 5220.22-M and as listed on DD Form 254.

#### 3.1.9.6 Cybersecurity

The C-130 MMCT, when connected to CAF DMO, is categorized as: Confidentiality (Moderate), Integrity (Low), Availability (L). Currently no training or maintenance management systems are connected to the C-130 MMCT.

The Contractor's Cybersecurity Program shall be managed through the Risk Management Framework (RMF) consistent with the principles established in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37 and IAW DoDI 8510.01. The Contractor shall analyze and implement, as necessary, security controls IAW the Information Technology Determination and Categorization (ITDC) for the C-130 MMCT data types and CAF DMO network connectivity requirements.

The Contractor shall integrate Cybersecurity into the overarching Systems Engineering process as well as Cybersecurity events and activities included on the C-130 MMCT master schedule. The Contractor shall identify, manage, and verify Cybersecurity requirements, including Cybersecurity controls, in the same manner as all other system requirements, to ensure traceability.

Cybersecurity controls shall be evaluated IAW the latest OTI Job Aid for RMF Implementation and baseline priorities as documented in the OTI RMF Portal

(https://cs.eis.af.mil/sites/10382/SitePages/Home.aspx). Security controls shall be implemented through Systems Engineering Technical Processes as follows: stakeholder requirements definition, requirements analysis, architecture design, implementation, integration, verification, and validation. The Contractor shall document any cybersecurity related baseline changes and ensure adequate testing to minimize any potential impact to the functional performance of the simulator.

The Contractor shall continue to implement the DoD best practices of Cybersecurity which include confidentiality, integrity, availability, authentication, and non-repudiation. Cybersecurity requirements shall be integrated into the overall Test and Evaluation (T&E) process. Cybersecurity risks shall be identified and managed as part of the overall program risk management process (consisting of cost/schedule/performance risks).

The Contractor shall support Cybersecurity Impact Evaluations (CIE) package for system modifications and reaccreditation as required for major upgrades affecting the Cybersecurity posture of the system. In the test environment, the Contractor shall analyze and potentially implement and report compliance status for applicable security patches, including commercial patches, for the products installed on the baseline. These results from the test environment shall be implemented in production/sustainment under coordination with the program office and Information System Security Manager (ISSM) in order to maintain concurrency.

The Contractor shall deliver required artifacts via eMASS for ISSM review and submittal to the Authorizing Official (AO) IAW

https://cs1.eis.af.mil/sites/lvcao/Expected%20Artifacts/Home.aspx, part of the OTI Authorizing Official Support Site. An additional reference for the RMF process and artifact templates can be found at the RMF Knowledge Service website at https://rmfks.osd.mil/rmf/Pages/default.aspx.

### 3.1.9.6.1 Information System Security Officers (ISSO)

The Contractor shall appoint qualified personnel to serve as program Information System Security Officers (ISSOs). The ISSOs shall be responsible for performing a comprehensive evaluation of all aspects of the security features of the C-130 MMCT Cybersecurity Program and shall ensure that C-130 MMCT site implementation meets established security requirements.

Currently, for the C-130 MMCT program, there is a Contractor ISSO at the TSSC performing Information Assurance Technical (IAT) Level II (IT Security Engineer) duties. At the typical ANG unit, the COMS shall provide oversight of the cybersecurity.

The Contractor IAT II ISSO should have access to a simulator for testing and remediation of applied security measures before they are deployed and installed on the sites' simulators. Ideally, testing and remediation would occur at the TSSC, but the ISSO location could be (most) anywhere that the contract dictates provided that the ISSO can fulfill their duties (and support a classified system).

#### **3.1.9.6.1.1** Certification Requirements

Individuals shall possess a DoD-approved cybersecurity baseline certification commensurate to category and level of the assigned position IAW DoD 8570.01-M, AFI 17-130, AFI 33-210 and AFMAN 17-1303. DoD approved listing can be found at <a href="https://iase.disa.mil/iawip/Pages/iabaseline.aspx">https://iase.disa.mil/iawip/Pages/iabaseline.aspx</a>.

- Program ISSM shall be certified to the Information Assurance Management (IAM) Level II, with recommended certification is Certified Information Systems Security Professional (CISSP).
- TSSC System Engineers/Program ISSO (Program Level System Administrator) shall be certified to IAT Level II with recommended certification is CompTIA Security+ CE.
- COMS Operator (Operating System Administrative Access/Sim System Administrator) shall be certified to IAT Level I, with recommended certification is CompTIA A+ A+ Essentials exam and A+ Practical Applications exam.
- All Contractor employees shall have the appropriate level of certification upon hire.

#### 3.1.9.6.1.2 ISSO Duties and Responsibilities

The ISSOs shall be responsible for performing the comprehensive evaluation of all aspects of the security features of the Cybersecurity Program to ensure the training sites meets established security requirements. The duties of the ISSO shall consist of the following:

- In coordination with the ISSM, initiate protective or corrective measures when a cybersecurity incident or vulnerability is discovered.
- Ensure that cybersecurity and cybersecurity-enabled software, hardware, and firmware comply with appropriate security configuration guidelines.
- Ensure that DoD information system recovery processes are monitored and that IA features and procedures are properly restored.
- Ensure that all DoD information system cybersecurity-related documentation is current and accessible to properly authorized individuals.
- Implement and enforce all DoD information system cybersecurity policies and procedures, as defined by its security certification and accreditation documentation.
- Record Plan of Action and Milestones (POA&M) entries into the Enterprise Mission Assurance Support System (eMASS).
- Record AO Risk Acceptance (RA) entries into CMRS or other approved system.
- Update findings to proper status (Fixed, Open, Not a Finding, etc.) within CMRS or other OTI AO approved system to track site system vulnerability status.

The ISSO shall assist the program ISSM in meeting the duties and responsibilities outlined below:

- Provide the ISSM with situational awareness of updates to CMRS or other vulnerability tracking system.
- Develop and maintain an organization or DoD information system-level cybersecurity program that identifies architecture, cybersecurity requirements, objectives and policies, cybersecurity personnel, processes and procedures.
- Ensure that information ownership responsibilities are established for each DoD information system including accountability, access approvals, and special handling requirements.
- Ensure the development and maintenance of cybersecurity certification documentation IAW DoDI 8510.01 by reviewing and endorsing such documentation, as well as recommending action to the AO.
- Maintain a repository for all cybersecurity Assessment and Authorization documentation and modifications.
- Ensure that compliance monitoring occurs, and reviews the results of such monitoring.
- Ensure that cybersecurity inspections, tests, and reviews are coordinated.
- Ensure that all cybersecurity management review items are tracked and reported.
- Ensure that incidents are properly reported to the AO and the DoD reporting chain, as required, and that responses to cybersecurity-related alerts are coordinated.

#### 3.1.9.6.2 Authority to Operate (ATO)

The Contractor shall complete and/or maintain the required assessments and analysis documentation necessary to maintain an ATO. The Contractor shall document the security posture of the system in the SIPRNet based eMASS system.

The Contractor shall use the systems engineering process to incorporate the applicable security controls into the requirements, design, and integration and testing processes for all modifications/changes to all devices.

The Authorization and Assessment (A&A) packages shall include supporting analysis documentation for, but not be limited to, the following:

- Security requirements
- System Security Plan
- Security requirement Verification & Validation
- Sensitivity of the data being processed
- Identification of the system threats and vulnerabilities
- Projected likelihood of attack and exploitation
- Identification of existing and planned countermeasures

- All external platform connections
- Plan of Action and Milestones (POA&M) for any security control or assessment procedures determined to be Non-Compliant or Not Applicable as well as any vulnerabilities discovered during ACAS scans

This supporting information shall be to the level of detail, as necessary for CIEs, so as to support obtaining appropriate Authority to Test, Connect, and/or Operate to meet program and integration timelines.

### 3.1.9.6.3 Authorizing Official (AO) Specific Instructions

The Contractor shall comply with AO specific instructions and priorities. Currently, those AO specific instructions include device vulnerability scanning, device virus scanning, and registration of system controls into an automated information system for Assessment and Authorization (A&A). Currently, the specific scanning tool is Assured Compliance Assessment Solution (ACAS) (fully accredited), and the current automated certification and accreditation database for the documentation of security controls is SIPRNet based eMASS IAW AFI 17-130. SAP/SAR programs will follow the AO process as identified by AFOSI/HQ PJ, the Joint Special Access program Implementation Guide (JSIG), and the ICD 503 process outlining RMF.

CDRL B013: DI-MGMT-812842, Vulnerability Scan Compliance Report

#### 3.1.9.6.4 Security Baseline Documentation

The Contractor shall complete a system baseline which contains the configuration documentation that provides a snapshot upon which the Security Controls Assessor (SCA) and AO base their risk assessment decisions. The following is a summary List of Expected Artifacts for the ATO:

- a. Topology Diagram
- b. Hardware List, including a list of all applied Security Technical Implementation Guides (STIG's)
- c. Software List, including a list of all applied STIGs
- d. Ports, Protocols, and Services Matrix (PPSM)
- e. ACAS IAVM Reports (delivered to the government every 60 days)
- f. ACAS STIG Report (delivered to the government every 60 days)
- g. Boundary Device Configuration Files
- h. System Security Plan. The system baseline must be maintained and updated allowing for quick and simple processing of future ATO requests.
- i. Business Continuity/Contingency Plan

#### 3.1.9.6.4.1 System Security Plan

The Contractor shall design, document, and implement a System Security Plan IAW DoDI 8500.01, DoDI 8510.01, AFI 17-101, Committee on National Security Systems Instruction (CNSSI) 1253, and NIST Special Publication (SP) 800-18 and NIST SP 800-53.

CDRL B021: DI-MGMT-82001/T DOD Risk Management Framework (RMF) Package Deliverables (SP & TP)/ Security Plan and Test Plan

#### 3.1.9.6.4.2 Architecture Analysis Report

The Contractor shall support an architecture analysis defining cybersecurity system boundaries and data flows, and support the implementation of security controls and countermeasures for the program.

CDRL B020: DI-MGMT-81845/T, - Information Assurance (IA) Design Review Information Package (DRIP)

#### 3.1.9.6.5 Program Protection

The Contractor shall implement program protection standards and guidance described in DoD Instruction 5200.39, Critical Program Information (CPI) Identification and Protection within Research, Development, Test, and Evaluation (RDT&E), to prevent foreign intelligence collection and/or the unauthorized disclosure of information governed by the International Traffic in Arms Regulation (ITAR) and/or the Export Administration Regulation (EAR) during training system program execution. All such documents shall be properly marked IAW DoDI 5230.24, Distribution Statements on Technical Documents. Technical documents prohibited from distribution are defined in DoDD 5230.25, Withholding of Unclassified Technical Data from Public Disclosure.

#### 3.1.9.6.5.1 Supply Chain Risk Management (SCRM)

The Contractor shall develop and implement a SCRM process that implements the appropriate elements of control of SA-12 of NIST SP 800-53. Critical elements should be judged for their Security Category (SC) IAW Federal Information Processing Standards Publication (FIPS) 199. Those elements deemed High Risk shall form the basis for the SCRM plan, but the plan should encompass any element that is at risk of supply chain problems and be written IAW NIST SP 800-161.

The Contractor shall alert the program office regarding any counterfeit parts discovered. The Contractor shall alert industry and Government via the Government-Industry Data Exchange Program (GIDEP) as referenced in AFI 63-101/20-101. A National Security Agency (NSA) approved trusted foundry (e.g. Defense Micro Electronics Activity) shall be utilized to the maximum extent possible for any classified, Information and Communications Technology (ICT) components IAW DoDI 5200.44. The Contractor shall use SAE AS5553A, "Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition" as a guide in the development of the counterfeit parts section of the SCRM plan.

CDRL B022: DI-MISC-81832, Counterfeit Prevention Plan CDRL B023: DI-SDMP-81748, Parts Management Plan

#### 3.1.9.6.5.2 Counterfeit Protection Plan (CPP)

The Contractor shall develop and implement a Counterfeit Prevention Plan (CPP) that also meets requirements of security control SA-19 of NIST Special Publication 800-53 to prevent the inclusion of counterfeit parts or parts imbedded with malicious logic into products intended for sale to the Government.

As part of the CPP process, the Contractor shall provide certificates of conformance and acquisition traceability for the Original Component Manufacturers and distributers (franchised and independent) in the supply chain.

Manufacturers certificates of conformance shall include, at the minimum, the manufacturer's name and address, the manufacturer or buyer's part number and dash number, the signature or stamp with title of seller's authorized personnel signing the certificate, and batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications.

Acquisition traceability includes the name and location of all supply chain intermediaries from the part manufacturer to the direct source of the product.

These forms and documentation shall be delivered with the end item and each shipment.

CDRL B022: DI-MISC-81832, Counterfeit Prevention Plan CDRL B023: DI-SDMP-81748, Parts Management Plan

#### 3.1.10 Contractor Personnel

The Contractor shall manage personnel in accordance with IAW DoD 8570.01-M and AFMAN 33-285, and shall comply with the Defense Federal Acquisition Regulation Supplement (DFARS) 252.239.7001, as well as all cybersecurity requirements stipulated in the contract.

#### 3.1.10.1 Contractor Personnel Requirements

The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate education, training, experience, and security clearance. All Contractor personnel associated with the program must obtain and maintain a clearance at the SECRET level. Those employees working directly with software development, release, and installation shall obtain and maintain the proper Cybersecurity certification as defined in this PWS.

Contractor personnel shall present a neat appearance and be easily recognized. In accordance with DFARS 211.106, the Contractor personnel shall identify themselves as Contractor personnel by introducing themselves or being introduced as such, and by displaying distinguishing badges or apparel for meetings with Government personnel. Contractor personnel shall identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest, nor shall the Contractor employ any person who is an employee of the Department of Defense (DoD) or any subordinate branch of the DoD, either military or civilian, unless such person seeks and receives approval in accordance with the Joint Ethics Regulation, DoD 5500.7-R, and any applicable regulations of the USAF.

#### 3.1.10.2 Technician Qualifications

The Contractor's C-130 MMCT technicians shall be qualified, trained, and knowledgeable in the operation and maintenance of the C-130 MMCT and peripheral equipment, enabling them to

perform the full range of required operation, maintenance, and support tasks of the training system. The Contractor shall maintain documented records of the technicians' qualifications to perform the required tasks of this PWS and C-130 MMCT Operations and Maintenance Manuals, and they shall be made available upon request of the contracting officer's representative (COR).

The technician will also be referred to as the Contractor Operations and Maintenance Support (COMS) representative(s).

#### 3.1.10.3 Contractor Personnel at Government Locations

Work will be performed at both the Contractor and Government facilities. When performing work at Government facilities, work will be accomplished during normal duty hours, unless otherwise approved by site personnel. Contractor personnel will not report to Government facilities to work nor remain at the work locations any time the Government is unexpectedly required to close their offices. The Contractor is responsible for all notification of their contractor staff during times of closure.

#### 3.1.10.3.1 Pass and Identification

All Contractor personnel assigned to a base shall obtain Government required passes and long-term identification. The Contractor shall ensure employees return all passes and identification when personnel depart a site or separate from this contract.

The Contractor shall comply with local security procedures, policies, and provide appropriate visitor data. This effort requires personnel to possess a security clearance at the SECRET level. The Contractor shall comply with the Information Assurance and Personnel Security Requirements for Accessing Government IT Systems as defined by DoDI 8500.2.

#### 3.1.10.4 Contractor Manpower Reporting

The Contractor shall report all Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract and subsequent task orders via a secure data collection site. Reporting inputs shall be for the labor executed during the period of performance for each Government fiscal year (FY), which runs 1 October through 30 September. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October of each calendar year.

CDRL B016: DI-MISC-81392/T, Contractor Operation and Maintenance of Simulators/Equipment Management Status Report

#### **3.1.11 Training System Support Center (TSSC)**

The Contractor shall operate and maintain the TSSC at JBSA Randolph (San Antonio), TX. It is anticipated that at some point in the future (possibly as early as Fiscal Year 2019) the Contractor will have to relocate the TSSC from JBSA Randolph to the Mission Training Engineering Center (MTEC) which will be located at Kelly AFB (Kelly Field Annex, JBSA) TX. Any costs required for the Contractor relocation of this TSSC will be handled under the normal CTP process under

the ODC CLIN for this contract. Additionally, the contractor provided space in the future MTEC facility shall be considered "Government Owned" for the purposes of this contract. When and if such move does occur, the contractor will not be responsible for any rent payments in the new facility and the facility space will be secured/provided by the Government. At such time that the relocation becomes a firm requirement of the contract, a separate contract modification will be issued identifying any changes that may be necessary to the contract as well as the required relocation timeframe and required date for the TSSC to be operational in the new location.

The Contractor shall provide adequate facilities for training devices (TDs), equipment, tools, supplies, spares, and TSSC personnel.

The Contractor shall provide training systems support services, products, and the associated documentation to facilitate lifecycle support of training systems and devices.

The Contractor shall consist of the personnel, equipment, software, hardware, engineering support, management systems, development, maintenance systems, and other resources necessary to manage the C-130 MMCT elements. The TSSC processes and organization shall be based on management and systems engineering processes as documented in the Configuration Management Plan and SEMP.

# The Contractor shall use TSSC equipment for C-130 MMCT projects only, unless otherwise approved by GPO.

The Contractor shall perform tasks and support functions, which include but are not limited to, the following.

#### **3.1.11.1** Facilities Planning and Engineering

If the TSSC is not located on a Government facility, the Contractor shall provide adequate facilities for training devices (TDs), equipment, spares, supplies, and personnel.

#### **3.1.11.1.1** Facility Appearance

The Contractor shall maintain Government facilities under Contractor control (e.g., training system areas, TSSC, and associated shelters, rooms, and complexes) in a neat, clean, orderly and safe condition at all times. The Government may inspect site facilities at any time during the contract.

#### 3.1.11.1.2 Facility Engineering

The Contractor shall comply with the base/site facilities management programs. The Contractor shall assist in coordination of maintenance efforts between base, Contractor, and site personnel to ensure all needed repairs are accomplished, proper security procedures are followed and minor maintenance is performed as required. The Contractor shall assist, as directed by the COR, with planning, coordination and oversight of training facility projects.

#### 3.1.11.2 **Operations**

The Contractor shall operate in up to a CLASSIFIED environment, and:

- a. Support the production and fielding of C-130 MMCT systems.
- b. Manage C-130 MMCT spares and repair activities.
- c. Plan, develop, test, and integrate C-130 MMCT system hardware and software upgrades.
- d. Manage COMS representatives.
- e. Support operations and maintenance of the TDs in direct support of training requirements accomplished at all sites.
- f. Update the System Specification to the latest configuration of the TDs.
- g. Provide Specification Change Notices, Test and Inspection Reports.
- h. Be the overall focal point for C-130 MMCT Cybersecurity, execute the ISSO functions, conduct cybersecurity planning, provide cybersecurity documentation and oversee site Information Security processes.
- i. Ensure the reliability, maintainability, and logistics supportability of training components to meet the total system requirements.
- j. Forecast, identify, monitor, mitigate, document, and notify the Government of impending Diminishing Manufacturing Sources/obsolescence issues well in advance of adverse impacts to the C-130 MMCT.
- k. Update/modify system components and documentation to meet concurrency and training requirements. Determine the problem and possible fixes for discrepancy write-
- 1. Design, acquire/fabricate, modify, inspect, assemble, integrate, test, and validate computational resources, including the associated software, to support the training devices.
- m. Manage and track all support system repairable assets, including but not limited to: the location, condition, status, source of repair, supply, cost, and lead-time data.
- n. Track and record all maintenance actions and consumption of spare parts and consumables.
- o. Provide the required labor and material to perform changes to hardware and software.
- p. Maintain configuration control. The Contractor shall conduct an annual inventory of the computer configurations at each site. The COR shall be notified of any discrepancies. The Contractor shall provide a corrective plan for all discrepancies that The Contractor shall follow to correct the deficiencies.
- q. Prepare feasibility studies as requested by the PCO.
- r. Provide visual database support.
- s. Gather and maintain the library of RFM artifacts associated with the C-130 MMCT program.
- t. Manage, maintain, and sustain RSS equipment.

CDRL A004: DI-NDTI-80809B/T, Test/Inspection Report

CDRL B001: DI-IPSC-81443A, Software User Manual

CDRL B014: DI-SEES-81875, Configuration Management Plan

#### 3.1.11.2.1 Contractor Operations & Maintenance Support (COMS)

The Contractor shall provide field support by obtaining one (1) Contractor Operations & Maintenance Support full-time equivalent (FTE) representative, at each of the installed C-130 MMCT locations. COMS representative responsibilities are outlined in Paragraph 3.2.

#### 3.1.11.2.2 Training System Maintenance

The Contractor shall perform applicable on-equipment inspections, preventative maintenance, replacement of parts, disassembly/reassembly, calibration, testing, and operational checks to correct training device malfunctions and verify proper serviceable condition of any component, system, or subsystem of the training device and training aids. The Contractor shall correct all deficiencies within 48 hours of the COMS representative learning of the deficiency.

#### 3.1.11.2.3 Training Degrade/Field Issue Priorities and Tracking

Before effective training can begin, the Contractor shall review the C-130 MMCT Minimum Equipment List (MEL). Reportable training degrades occur when:

- A piece of system equipment, which has been defined in the MEL as required for training, is inoperative.
- System equipment is degraded, and stops any credited piece of training from being accomplished.
- System is inoperable for all training.

All field issues will be prioritized based on the priorities identified below:

**Table 7. Priority Definition** 

	•
Priority	Definition
1	Safety issue or prevents continuation of an operational or mission essential capability or prevents continuation of testing
2	Adversely affects the accomplishment of an operational or mission essential capability and no work-around solution acceptable to the government is known
3	Adversely affects the accomplishment of an operational or mission essential capability but a work-around solution is known
4	Results in user/operator inconvenience or annoyance but does not affect a required operational or mission essential capability
5	Minor discrepancy; any other effect (e.g., documentation

error)

#### 3.1.11.2.4 Deficiency Tracking

The Contractor shall establish and maintain a deficiency tracking system to identify trends and improve sustainment activities, including the following data points:

- Test Discrepancy Number
- Status
- Category (HW, SW, Doc, Other)
- Priority (1, 2, 3, 4, 5)
- Short Description
- Responsibility
- Date Initiated
- Date Resolved
- Applicable subsystem

The Contractor shall investigate the tracked discrepancies based on the priority codes assigned by either the test team or the GPO.

#### 3.1.11.2.5 Training Device Availability

The Contractor shall report on Training Device (TD) status per location. The report shall describe the work performed and shall list the device operational availability, device utilization, maintenance time (i.e., MTTR), and downtime for all TDs by site. The Contractor shall provide a Contractor Device Performance Report and a Contractor Operation and Maintenance of Simulators/Equipment Management Status Report. The Contractor shall submit these two reports: monthly to the ANG TDS PM, quarterly to the COR, and immediately following a significant device failure. The report shall meet the requirements IAW AFI 36-2251 and shall include a synopsis of all maintenance problems encountered that have affected device availability or capability, along with the actions taken to solve the problems. All metrics reports shall be derived from the Contractor's maintenance data collection (MDC) system.

CDRL B015: DI-ILSS-80191D/T, Contractor Device Performance Report. CDRL B016: DI-MISC-81392/T, Contractor Operation and Maintenance of Simulators/Equipment Management Status Report

#### 3.1.11.2.6 Logistics Support

The Contractor shall manage the spares, support equipment, and technical documentation necessary to operate and maintain the training system, subsystem, and components throughout this contract period.

#### 3.1.11.2.6.1 Maintenance Documentation

The Contractor shall record and track all maintenance actions, spares, and repair parts usage, as well as the labor consumption for the C-130 MMCT equipment by site. The Contractor shall

maintain this data for the life of the contract and shall be accessible to the Government through the C-130 MMCT website. The Contractor shall provide the current version of this data, all associated technical documentation (e.g. MTD forms, technical manuals, etc.), and the database records to the Government within thirty (30) days of contract termination.

- a. Part inventory
- b. Part Mean Time Between Failure (MTBF)
- c. Past demands (at least 2 Years)
- d. Actual operating hours over demand period
- e. Part quantity per assembly
- f. Part procurement cost
- g. Procurement lead time,
- h. Base Not Repairable This Station (NRTS) Rate
- i. Base repair time
- j. Part repair cost

The Contactor shall deliver the above parts data to the Government every six months in the form of an Excel spreadsheet which shall be submitted with the Contract Field Service Report.

CDRL B016: DI-MISC-81392/T, Contractor Operation and Maintenance of Simulators/Equipment Management Status Report

#### 3.1.11.2.6.2 Sustainment and Modifications

The Contractor shall study, recommend, develop, and upon Government configuration control board (CCB) approval, implement C-130 MMCT hardware and software upgrades and non-recurring integrations, as required, to improve/increase C-130 MMCT functionality, information assurance, and maintainability.

#### 3.1.11.2.7 Sustaining Engineering

The Contractor shall provide sustaining engineering services for designing and developing system modifications, upgrades and enhancements, investigation and correction of design and materiel deficiencies, reverse engineering, mishap investigations, studies and analyses, cost estimates, and other sustaining engineering activities.

#### 3.1.11.2.8 Modifications Accomplished by the TSSC

All C-130 MMCT systems will be upgraded under a Configuration Management (CM) process to maintain common configurations. Upgrade activities may begin only after Government acceptance of recommendations and shall be authorized via issuance of a new ITSS module.

The Contractor shall possess and sustain a corporate capability to incorporate technical modifications into the C-130 MMCT. This includes the ability to modify training devices, software, and hardware to maintain configuration concurrency. The Contractor shall be prepared to integrate with other training systems via CAF DMO.

The TSSC tasks, in support of modification efforts, shall include:

- Updating and delivering all applicable drawings, specifications, technical data, computer software and other documentation associated with the modification
- Maintaining configuration control of the product baseline
- Providing training/documentation for the installation, operation, and use of modified systems, and/or
- Ordering spare parts for hardware modifications.

The Contractor shall not make unauthorized modifications to the training system or equipment. All modifications shall be coordinated and/or developed by the TSSC, and implemented only after Government approval. Modifications shall include training of personnel to operate and maintain the modified C-130 MMCT.

The Contractor shall be responsible for all modifications to the training devices once integrated. The following requirements apply to all modifications.

- Function, supportability, and performance of the training devices shall not be degraded by a modification.
- Training device modifications shall provide flexibility to allow for expandability and future modifications.
- Diagnostics routines for daily readiness and fault isolation shall be provided.
- The Contractor shall be responsible for all inspection and test requirements for training devices modifications. The Government reserves the right to witness and perform any tests considered necessary to assure no system degradation or incompatibility exists after the modification is incorporated. The Contractor shall help the Government identify modification deficiencies. The Government will certify proper operation of each C-130 MMCT after modification. The Contractor shall provide test procedures for each modification.
  - In the event the Government selects another Contractor to develop and install a modification, the Contractor shall be responsible for maintenance of the training system. The Contractor shall, in conjunction with the modification Contractor, determine the operational capability of the trainer during the modification period. The Contractor shall help the Government identify modification deficiencies. The Government retains final certification and Ready for Training designation authority.
  - Modifications shall include any required spares, support equipment, updates to all technical data, and training for Government and Contractor personnel. Modification spares and support equipment shall become part of the logistics support package (LSP).
  - The Contractor shall update, maintain the appropriate Interface Design Description (IDD) and Software Version Description (SVD) associated with the modified components.

The Contractor is encouraged to determine and propose the best mix of LOE between the proposed initial allocation and the additional requirements within Program Management/ System Engineering/Configuration Management/etc. and Help Desk tasks that must be completed. The goal of any adjustment in the allocation is to keep the C-130 MMCT program at peak operating condition.

CDRL A004: DI-NDTI-80809B/T, Test/Inspection Report CDRL A005: DI-CMAN-81516, As-Built Configuration List CDRL B002: DI-ILSS-80134A, Proposed Spare Parts List CDRL B005: DI-IPSC-81427A, Software Development Plan CDRL B009: DI-IPSC-81436A, Interface Design Description CDRL B012: DI-IPSC-81432A, System/Subsystem Design Description CDRL B014: DI-SESS-81875, Configuration Management Plan

# 3.1.11.2.9 Systems Engineering

The Contractor shall implement systems engineering processes to ensure the integration of program requirements into the products and services. The Contractor shall use ANSI/EIA 632 as a guide for Systems Engineering, for execution of all technical program and project milestones.

## 3.1.11.2.9.1 Technical Reviews

The Contractor shall conduct technical reviews during modification efforts to ensure:

- Contractor understands the functional and performance requirements.
- Designs are mature and support the requirements.
- All risks have been identified, analyzed, tracked, reported, and controlled.
- All Government-approved entrance and exit criteria have been met.
- Necessary Quality Assurance (QA) efforts are planned and/or performed to validate design to the original requirements.

Technical reviews shall be event-driven and not schedule-driven; that is, technical reviews shall be scheduled and accomplished when the Contractor meets the entry and exit criteria for each review.

The Contractor, with Government approval, shall combine reviews where practical, and as appropriate, to support each modification effort. The appropriate Government and Contractor personnel shall co-chair the technical reviews. The Contractor shall produce and provide an agenda, briefing materials, and minutes for the reviews.

# **3.1.11.2.9.2** Technical Interchange Meeting (TIM)

Technical Interchange Meetings (TIMs) shall be informal meetings with the primary purpose of an interchange of information between the ANG and the Contractor. TIMs shall be forums for the discussion of contract and engineering change requirements prior to, or during, electronic change proposal (ECP) and/or contract change proposal (CCP) development.

The Contractor shall incorporate TIMs with other program reviews, where possible. These meetings may be used to define or clarify new/modified system requirements and review progress on trade studies. TIMs shall also be conducted as design reviews for TSSC modifications. Appropriate Contractor personnel shall participate in the review/discussion of their respective areas of responsibility, as required. The Contractor shall document TIMs.

## 3.1.11.2.10 Software Development

All software (including source code) delivered under this contract shall have Government Purpose Rights.

The Contractor shall follow accepted commercial developmental guidelines such as Institute of Electrical and Electronics Engineers (IEEE)/Electronic Industries Alliance (EIA) 12207 for all new or modified software. In particular, for new or modified software design, standard software modules which can be used throughout the training system shall be employed whenever feasible. In addition, the training system software design shall follow structured model requirements and provide for expansion capabilities.

# 3.1.11.2.10.1.1 Software Requirements and Architecture Development and Review

The Contractor shall develop the software requirements and architecture IAW a documented Contractor software development process. The Contractor shall utilize an approved Design Change Request (DCR) process to request revisions to Government requirements, even where such revisions would result in cost schedule or performance benefits. Based upon analysis of system requirements, system design, and other considerations, the Contractor shall define and document the software requirements and verification methodology for each software item, and document the traceability between the software item requirements, the System/Sub-system Specification (SSS), and the System Performance Specification.

#### **3.1.11.2.10.1.2 Software Test**

The Contractor shall follow an established software item testing process. The Contractor shall establish test cases (in terms of inputs, expected results, and evaluation criteria), traceability between the test case and the system requirements, detailed procedures for conducting the test, and test data corresponding to each software item. The Contractor shall test the software IAW the unit test cases, and procedures.

The Contractor shall also implement a software authorization process as per the Operational Training Infrastructure (OTI) Authorizing Official (AO) and the Information System Security Manager (ISSM). Approved software static code analysis scans must be completed for any software developed by the contractor or not approved by the DoD. A list of analysis tools can be found in the OTI AO Software Authorization Guide. The Contractor shall analyze the results of item testing and record the test and analysis results.

CDRL A004, DI-NDTI-80809B, Test/Inspection Report CDRL B007, DI-IPSC-81435A, Software Design Description (SDD)

## 3.1.11.2.11 Hardware Design

The Contractor shall integrate and assemble the system hardware that satisfies the requirements identified in the C-130 MMCT System/Subsystem Specification. The Contractor shall make use of commercial and Non-Developmental Items (NDI) in all cases where there is a demonstrable life-cycle cost benefit. In cases where commercial or NDI items are not used, the Contractor shall provide justification and a cost-benefit analysis to the Government at the Preliminary Design Review (PDR). The Contractor shall apply the systems engineering process during each level of system development (system, subsystem, and component) to refine and improve the products defined in the prior levels.

# 3.1.11.2.12 Qualification And Test

# 3.1.11.2.12.1 Test Planning

The Contractor shall accomplish test planning activities for the C-130 MMCT modifications approved and implemented. Test planning shall include the development of System Test Plan, test procedures and instructions, test discrepancy tracking, and organization of and participation in test planning working groups. The Contractor shall submit acceptance test procedures (ATP) to the Government for approval prior to running any tests.

For CAF DMO modifications, test planning, procedures and reports are via the CAF DMO Connectivity Process Map. Test plans must follow the RMF process, and be approved by the ISSM.

CDRL A003: DI-NDTI-80603A, Test Procedure

# 3.1.11.2.12.2 Trainer Qualification and Test

The Contractor shall accomplish test activities for the establishment of hardware/software baselines, and to validate repairs and modifications. Such test activities shall include, but not be limited to: Functional Qualification Tests, Contractor Verification Tests, and Acceptance Tests.

The Contractor shall maintain configuration control of all ATPs. Upon completion of acceptance testing, The Contractor shall re-integrate any ATPs, and establish a new baseline ATP library. The Government will use final ATPs to develop appropriate simulator certification (SIMCERT) procedures. Upon completion of SIMCERT, The Contractor shall incorporate modification/upgrade ATPs into the baseline ATP series to maintain a single configuration ATP library.

CDRL A003: DI-NDTI-80603A, Test Procedure

CDRL A004: DI-NDTI-80809B/T, Test/Inspection Report

# **3.1.11.2.12.3** Simulator Certification (SIMCERT)

The Contractor shall be responsible for supporting the NGB during periodic, semi-annual Simulator Certifications (SIMCERTs). The Contractor shall supply hardware (mechanical and electrical) engineering, software engineering, maintenance and simulator support personnel necessary to provide assistance required by SIMCERT initial, recurring and/or special

evaluations. The Contractor support may include pre-testing of the device, including ATGs/QTGs before each SIMCERT.

The Contractor shall maintain and operate the simulators to meet or exceed all ANG simulation QA standards set forth in ANG simulation QA instructions, directives and guidance. The Contractor shall ensure that all SIMCERT required profiles can be manually flown consistent with the current ARASQ.

The Contractor shall correct all discrepancies/malfunctions within the design/modified configuration of the TDs according to contracted priorities within the time allotments and agreed to in this contract.

The Contractor shall correct all discrepancies or malfunctions discovered during SIMCERT testing. Decertification of a device for valid discrepancies shall not relieve the Contractor of meeting the trainer availability requirements of this PWS.

# 3.1.11.2.13 Fidelity of Training Devices

The Contractor shall maintain the C-130 MMCT in a condition that enables them to pass SIMCERT and achieve availability rate goals of 95%. The Contractor shall develop and maintain a preventive maintenance program to minimize unscheduled TD maintenance and ensure TDs are available for scheduled training.

#### 3.1.11.2.14 General Trade Studies

The Contractor shall conduct trade studies and training system analyses as directed by the Government to address future improvements, enhancement/upgrade recommendations, maintainability, reliability, anomalies, or supportability issues. Trade studies shall clearly state the issue/problem and potential solutions to the problem with an associated Rough Order of Magnitude (ROM) and credible schedule for which this project could be accomplished if directed by the Government.

CDRL A002: DI-MISC-80711A, Scientific and Technical Report

## 3.1.11.2.15 Visual Database Support

The Contractor shall incorporate GFE provided visual databases and for execution of DMO activity. The Contractor shall distribute incorporated databases to all C-130 MMCT training sites and other Government programs, as directed by the Government. The visual database support shall include, but is not limited to:

- a. Evaluate proposed database changes
- b. Debug database issues
- c. Test and install database software
- d. Implement and validate database changes
- e. Support design reviews

# **3.1.11.2.16** C-130 MMCT Help Desk

In addition to the on-site support, the Contractor shall maintain a single Help Desk for on-call support for all fielded C-130 MMCT units. The Help Desk shall be manned during TSSC business hours. The Contractor shall establish and maintain a means to leave messages and shall provide call back instructions during non-manned times.

The Contractor shall respond to Help Desk and/or on-call request within two (2) hours of the next business day to messages left during non-manned hours. The Contractor shall provide qualified technician(s) within 48 hours for any maintenance issues that cannot be performed by on-call support. Help Desk time is not additive to the available repair time allocated to the COMS representative.

# 3.1.11.2.17 Combat Air Forces (CAF) Distributed Mission Operations (DMO)

The Contractor shall work with the DMO community to develop the C-130 MMCT DMO interface to the full CAF DMO standard. The Contractor shall work with the SMEs to identify changes to the current DMO interface which shall reside in the Host Computer Software Configuration Item (CSCI).

The Contractor shall be responsible for CAF DMO support which shall include the following:

- Working with DMO community to analyze the CAF DMO Standards and Integration
  Plans to interpret and clarify technical and operational parameters, especially concerning
  mission rehearsal within a virtual simulation context.
- Support testing of a C-130 MMCT device at the TSSC facility.
- Support testing of an installed C-130 MMCT device.
- Support installation of the DMO testing equipment at the TSSC facility.
- Develop and integrate software modifications to the C-130 MMCT architecture to ensure compliance with the most recent CAF DMO standards based upon NG testing and assessment.
- Integrate and test to the latest CAF DMO standards.
- Continual yearly effort to comply with updates to the CAF DMO standards that affect C-130 MMCT interoperability.

The Contractor shall provide the resources and effort to support the C-130 MMCT participation in the Air Force DMO training exercises. This support shall include DMO working group participation, verification and validation of standards compliance, and integration of a Government-provided portal or gateway at designated C-130 MMCT fielding locations. The Contractor shall provide exercise operational support for DMO training events, as directed by the Government.

When operating in a DMO environment, the C-130 MMCT will operate at the SECRET level. At sites with on-site TSSC A+/Security+ certified COMS representative, The Contractor shall follow all applicable security procedures.

# **3.1.11.2.17.1** CAF DMO Compliance

The Contractor shall ensure C-130 MMCT networked training capabilities are maintained and operated IAW established CAF DMO standards and integration plans by proactively employing systems engineering, quality assurance, and operating management practices IAW pertinent CAF DMO documentation including:

- CAF DMO Standards and Integration Plans (most recent version)
  - Brief/Debrief
  - DTCN Interface
  - Event Management
  - Security
  - Threat Simulation
  - Common Models
  - Synthetic Environment
  - Technical Performance
  - Test Standard
- Evolution Concept of Operations (CONOPS)
- CAF DMO Connectivity Process Map (CPM)
- Standards Development and Integration Process (SDIP)
- CAF DMO Standards Working and Implementation Group Charters
- Configuration Control Plan
- Interconnection Security Agreement (ISA)
- Common Security Operating Instruction (CSOI)
- Distributed Training Center Network Roles and Responsibilities documents

## **3.1.11.2.17.2** CAF DMO Support

The Contractor shall provide planning and interactive support during Distributed Mission Operations (DMO) and periods of changing requirements to support real world events, missions, exercises, and demonstrations. The Contractor shall also provide DMO/DMT support as well as development through delivery of each desired database and applicable standards implementation into the C-130 MMCT.

#### 3.1.11.2.17.3 CAF DMO Modifications

The Contractor shall ensure that any Contractor modifications made to the C-130 MMCT maintain the current DMO compliance baseline and do not negatively impact or restrain future DMO capabilities.

The Contractor shall possess the capability to integrate and implement CAF DMO modifications, standard updates, and software/hardware changes to maintain compliance with the most recent CAF DMO requirements.

# 3.1.11.2.17.4 CAF DMO Program Management Review

The Contractor shall attend semi-annual program reviews for the CAF DMO contract effort. The program reviews shall address specific topics or issues as requested by the GPO, address status of activities between management reviews, address planned activities, and out-brief pertinent subject matter of established working groups and other applicable meetings. Contractor shall document action items related to the C-130 MMCT, coordinate resolutions, and track action items until closure.

# **3.1.11.2.18** Configuration Management (CM)

The Contractor shall follow and implement their GSA Configuration Management Plan (CMP) to this C-130 MMCT program.

The Contractor shall implement a configuration management program that reports any major changes or upgrades to the system baseline (hardware and software) to the Government for evaluation of impacts to the cybersecurity posture and preserves device/system ATO integrity by ensuring configuration management is maintained, operational security is preserved, and all conditions directed by the AO are met.

The Contractor shall support reaccreditation as required due to major upgrades affecting the Cybersecurity posture of the system. The Contractor shall support cybersecurity A&A efforts by providing and maintaining technical data, drawings, and documentation as required maintaining the device ATO.

CDRL B010: DI-TMSS-80527, Commercial Manual CDRL B014: DI-SESS-81875, Configuration Management Plan

# 3.1.11.2.18.1 Configuration Management Plan (CMP) Implementation

The Contractor shall implement a CM process that ensures timely update of the Product Baseline (PB), and maintenance of the current and validated configuration. Further, the Contractor shall perform the following functions:

- Accurately identify, track, and assess the impact of aircraft and mission, changes to the C-130 MMCT program.
- Maintain records of all changes that have been implemented and validated on the training system providing traceability back to the original baseline C-130 MMCT configuration at contract start up.
- Archive all baseline documentation, including documentation that existed in the library prior to contract start, for future reference. Use digital archiving for all additional material. Review and update software baselines semiannually or more often, as directed by the PCO.

• Provide configuration management IAW the CMP for the baseline (e.g., visual system changes, user support libraries) to support all mission requirements, and using, as applicable to individual programs/projects.

CDRL B014: DI-SESS-81875, Configuration Management Plan

# 3.1.11.2.18.2 Configuration Baseline Management

The Contractor shall be responsible for configuration management, maintenance, and modifications of the Training System Product Baseline (PB), which shall be maintained and managed out of the TSSC. The training system product baseline includes hardware, software, firmware, and the Technical Data Package. The Contractor shall integrate, test, distribute, and manage all PB changes and modifications from the TSSC under direction of the government through the Training System Configuration Working Group (TSCWG).

Any modification to the PB, that is deemed too large or beyond the capability of The Contractor shall be handled under a separate ECP/CCP as requested and approved by the Government.

# 3.1.11.2.18.3 Functional Baseline Configuration Identification

The Contractor shall update and document the functional baseline for the training system whenever a change that impacts configuration is made to the training system. The functional baseline shall be in the form of system and product specifications, plus other applicable documentation (for example, Interface Requirements Specifications and Interface Control Documents).

## 3.1.11.2.18.4 Change Management

The Contractor shall establish a systematic and measurable process for managing product configuration changes and variances. The Contractor shall not execute any upgrades or design changes without the proper Government Configuration Control Board (CCB) approval. Once any upgrades or design changes are approved by the Government and implemented, The Contractor shall document any changes to the security architecture.

## **3.1.11.2.19** Change Proposals

Change proposals shall be "stand alone" documents which fully relay the scope of the effort (to include implementation and requirements), impact on all areas (schedule, hardware, software, initial spares, facilities, etc.), underlying assumptions; and the total costs, including implementation.

#### 3.1.11.3 Documentation

Refer to Paragraph 3.10.

# 3.2 CONTRACTOR LOGISTICS SUPPORT (CLS)/COMS ACTIVITIES

The Contractor shall provide Contractor Operations and Maintenance Support (COMS) on-site at all units with C-130 MMCT devices. The COMS representative shall be fully qualified, trained, and knowledgeable in the logistics support, maintenance, and operation of the training system. The Contractor shall maintain the C-130 MMCT to include routine maintenance, and the repair or replacement of any failed parts throughout the life of the contract.

The COMS representative shall operate the instructor station if a trainee is in the C-130 MMCT during COMS duty hours for non-DMO training, but the COMS representative is not required to provide instruction. Work hours and work days shall be established and maintained at each location to support the local training, exercise, maintenance, and sustainment schedules. The COMS representative shall be responsible for working ANG duty weekends, if required. The Contractor shall not be authorized overtime under this PWS.

For any period greater than five (5) calendar days which the regular COMS representative is not available to support C-130 MMCT operations, the Contractor shall be required to have a replacement available.

# 3.2.1 Training System Operations

The COMS representative shall provide for operation of training devices and/or assistance in training operations. Duties include, but are not limited to:

- Onsite technical and logistics support
- Familiarization training
- Preparation for system operation
- System health monitoring and troubleshooting
- Software/hardware discrepancy identification
- Removal/replacement of non-functioning hardware
- Software installation
- System status reporting (such as trends, deficiencies, and repairs)
- Assisting trainees and instructors in operating devices during training
- Supporting user-directed activities such as investigations, test and demonstrations, tours.

# **3.2.1.1 Distributed Mission Operations (DMO)**

The COMS representative shall support the C-130 MMCT during Government CAF DMO operations and ANG Duty Weekend training. Government training period days can vary based on unit duty days and training requirements. For DMO training, the COMS person shall:

• Modify the C-130 MMCT and area to operate on the CLASSIFIED CAF DMO network.

- Operate the IOS during CAF DMO.
- Modify the C-130 MMCT and area back to the UNCLASSIFIED status when CAF DMO training is complete.

The COMS representative shall support and maintain training and operations in a networked environment. The Contractor shall support virtual exercise events as directed. TSSC support of DMO shall include integration testing and model/database installation) directly associated with the event.

# 3.2.1.1.1 DMO Hardware/Software Maintenance and Testing

The Contractor shall maintain site DMO-related hardware, software, encryption keys, and associated operations documents. The Contractor shall conduct network connectivity testing and network operations for DMO.

# **3.2.1.2 RSS Support**

The Contractor shall be responsible for maintaining the RSS since it is not a permanent Government facility, and is defined as equipment. Some systems within the RSS, which require particular attention include: the environmental control system (heating/cooling) and entry way, including camera.

# 3.2.1.3 Support Equipment Maintenance

The Contractor shall document total maintenance support on C-130 MMCT support equipment and components, including tests, alignments and adjustments.

The Contractor shall report monthly availability and utilization statistics, and shall provide summaries during PMRs. All training device deficiencies shall be corrected within 16 work hours of an identified deficiency. The Contractor shall strive to maintain a 95% availability goal at each operating base on a monthly basis.

#### 3.3 SOFTWARE AND SOFTWARE MAINTENANCE

The Contractor shall manage and maintain recurring software licenses and support, maintenance licenses, software/system integration labs (SILs), and software revision updates.

The Contractor shall plan, develop, test, integrate, and/or deliver software upgrades, as part of field support activities, to the C-130 MMCT site, as required, to include the modification of existing, Government-provided National Training Center (NTC) software.

The Contractor shall support activities required to develop, integrate, test, field, and field test hardened, IA-compliant software loads.

#### **3.3.1** Software maintenance

The Contractor shall possess and sustain a corporate capability to incorporate technical modifications into the C-130 MMCT. This includes the ability to modify training devices,

software, and hardware to maintain configuration concurrency. The Contractor shall be prepared to integrate with other training systems via CAF DMO.

# 3.3.2 Concurrency Upgrades

The Contractor shall maintain C-130 MMCT concurrency, where appropriate for equipment used in the field, and keep the simulated equipment current when deemed important by the GPO. The Contractor shall ensure that concurrency modifications have been incorporated at the on-site training device prior to equipment change at that base. In cases where an identified equipment change has no effect on the C-130 MMCT, The Contractor shall state and recommend to the Government that the change not be incorporated in the C-130 MMCT.

# 3.3.3 Technology Insertion

The Contractor shall research, select, evaluate, test, verify, validate, install, and deploy new technology as necessary and as directed by the Government to ensure that the fielded C-130 MMCT remains supportable in accordance with the supportability approach. The Contractor shall make recommendations to the Government's Change Control Board (CCB) for incorporation of new technology, and shall test and incorporate approved items into the configuration baseline.

The Contractor shall perform cost benefit analysis of candidate products for technology insertion, and provide necessary information to support the integrated product team (IPT) and CCB decisions.

The Contractor shall provide and maintain an item interchangeability matrix of all line-replaceable units (LRUs) and shop-replaceable unit (SRUs) within the C-130 MMCT. The Contractor shall include the relation of the C-130 MMCT software to LRUs and SRUs in the matrix.

# 3.3.3.1 Windows 10 Upgrade

The Contractor shall implement Windows 10 configuration into the C-130 MMCT device. Currently there is not a clear regulation in regards to Windows 10 in a simulation device, but let this section serve as a placeholder for future impending requirements.

#### 3.4 SPARES

## 3.4.1 Government Spares and Consumables

All commodities/devices/hardware/hardware licenses, etc. purchased hereunder shall become Government furnished property at the time the items are paid for under the terms of this order.

The Contractor shall manage all C-130 MMCT program consumables, such as basic office supplies, cleaning supplies, and minor hardware. The Contractor shall purchase all replacements as no-fee Cost Reimbursable items.

The Contractor shall provide a proposed spare parts list, including pricing per unit, to maintain the full functionality and operability of the C-130 MMCT devices for a period of twelve (12) months beyond the standard warranty period of one year.

Following Government acceptance of the proposed spare parts list, The Contractor shall procure and maintain an inventory, at the TSSC location, of spares necessary to maintain the full functionality and operability of the C-130 MMCT devices for a period of twelve (12) months beyond the standard warranty period of one year.

Spares shall be identified in this module under the ODCs, and will be funded by the Government to ensure continued operability of the C-130 MMCT devices. The Contractor shall include materials, including annual software maintenance renewals and software license fees for C-130 MMCT devices, and other materials to support TSSC functions and C-130 MMCT field sites, as an ODC.

CDRL B002, DI-ILSS-80134A, Proposed Spare Parts List

## 3.4.1.1 Government Spares and Consumables Warranty

The Contractor shall provide warranty terms, which shall be submitted to the Government in response to this PWS. The Contractor shall transfer all OEM warranties to the Government. The Contractor shall provide a warranty that provides upgrades, repairs, replacement of all TSSC support equipment.

The Contractor shall repair or replace C-130 MMCT hardware and software components, at no cost to the Government, during the standard OEM vendor warranty period, or a period of twelve (12) months, whichever is greater, unless the failure is the result of negligence by the Government. The TSSC is authorized to determine if an asset is beyond physical repair (BPR) or beyond economical repair (BER), and shall communicate this fact to the Government within three (3) business days following the determination by the TSSC.

The TSSC, with written permission from the COR, GSA CO, and PM, may utilize all serviceable parts remaining after an asset has been condemned as BPR or BER to benefit other Government units being serviced/provided under the terms of the Core Task. At no time shall Government property become the property of the TSSC. All Government property shall be property documented and accounted for in accordance with 52.245-1 (with Alt I) and applicable property clauses in the Core Task and basic Alliant GWAC.

The Contractor shall arrange and fund all CONUS shipping (via commercial traceable shipment) of repair parts and equipment. The Contractor shall provide notice of shipment to the COR. No additional charges for shipping will be accepted. Delivery shall be FOB Destination.

# 3.4.2 Inventory Control

The Contractor shall establish, maintain, update, and keep current a web-based inventory control system to track the status of the C-130 MMCT support assets, to include excess items submitted to PCARSS. The Contractor's inventory control system shall identify the item, location (site),

Cage Code, IUID, condition, repair activity, and sources of repair, vendor or manufacturer, acquisition and repair cost data, and lead time for repair and resupply.

The Contractor's inventory control system shall be accessible to the Government for audit or review upon request. The Contractor shall conduct an annual inventory audit as a joint effort with the Government. The Contractor shall correct any deficiencies discovered in such audits. The Contractor shall track movement or disposition of Government property under Contractor control.

## 3.4.3 Diminishing Manufacturing Sources/Shortages Parts Obsolescence

The Contractor shall proactively identify diminishing manufacturing sources and obsolete items to remove/reduce the impact of device and trainer downtime. Upon identifying obsolete items, the Contractor shall notify the government of their intended actions and track the solution. The Contractor shall not make changes to the training devices/aids or to device baselines without PCO concurrence.

## 3.5 EQUIPMENT

All commodities/devices/hardware/hardware licenses, etc. purchased hereunder shall become Government furnished property at the time the items are paid for under the terms of this order.

# 3.5.1 Office Equipment and Supplies

The Government will provide all Government-owned desks, chairs, telephone line, internet line, and networked computers and laptops for Air Force network access, as required. The Contractor shall provide computers for their internal company access at the TSSC. The Contractor shall provide all other items, as described in Paragraph 3.1.6.1.

## 3.5.2 Tools and Support Equipment

The Contractor shall manage, maintain, repair, replenish, update and calibrate all tools and test/support equipment (including equipment used for training) to meet device availability requirements. Tool/test equipment inventory and accountability, including an inspection for excessive wear and damage, shall be accomplished monthly. Report to the program office if broken or worn tools/test equipment have been identified. The Contractor shall report lost items to the Government in their Inventory/Utilization Data Report. The Contractor shall support the Government request of a "Report of Survey" on any lost property as required.

# 3.5.3 Relocatable Simulator Shelter (RSS)

The Contractor shall identify and procure equipment for the C-130 MMCT program, to include equipment required for RSS OM&S.

The COMS representative shall be responsible for the timely reporting of any malfunctions or damage to RSS physical structure or electrical components; general housekeeping, including

lighting or light bulb replacement; and the preventative maintenance according the manufacturer's technical manual for the following systems:

- The environmental control system
- Intrusion detection system
- Fire detection system

Given the RSS is provided as GFE, COMS personnel will be responsible for following the ANG RSS Maintenance Requirements package provided by the manufacturer. Any additional support provided by the COMS representative will not include any type of RSS structural requirements, to include addressing leaks or other structural issues, beyond timely reporting.

Any major modifications or upgrades of the structure or subsystems of the RSS will remain the responsibility of the Government.

The Contractor shall not exceed yearly maintenance costs of \$10,000 per RSS.

# 3.5.4 Inventory Control

The Contractor shall establish, maintain, update, and keep current a web-based inventory control system to track the status of the C-130 MMCT support assets, to include excess items submitted to PCARSS. The Contractor's inventory control system shall identify the item, location (site), Cage Code, IUID, condition, repair activity, and sources of repair, vendor or manufacturer, acquisition and repair cost data, and lead time for repair and resupply.

The Contractor's inventory control system shall be accessible to the Government for audit or review upon request. The Contractor shall conduct an annual inventory audit as a joint effort with the Government. The Contractor shall correct any deficiencies discovered in such audits. The Contractor shall track movement or disposition of Government property under Contractor control.

# 3.5.5 Government Equipment Warranty

The Contractor shall provide warranty terms, which shall be submitted to the Government in response to this PWS. The Contractor shall transfer all OEM warranties to the Government. The Contractor shall provide a warranty that provides upgrades, repairs, replacement of all TSSC support equipment.

The Contractor shall repair or replace C-130 MMCT hardware and software components, at no cost to the Government, during the standard OEM vendor warranty period, or a period of twelve (12) months, whichever is greater, unless the failure is the result of negligence by the Government. The TSSC is authorized to determine if an asset is beyond physical repair (BPR) or beyond economical repair (BER), and shall communicate this fact to the Government within three (3) business days following the determination by the TSSC.

The TSSC, with written permission from the COR, GSA CO, and PM, may utilize all serviceable parts remaining after an asset has been condemned as BPR or BER to benefit other Government

units being serviced/provided under the terms of the Core Task. At no time shall Government property become the property of the TSSC. All Government property shall be property documented and accounted for in accordance with 52.245-1 (with Alt I) and applicable property clauses in the Core Task and basic Alliant GWAC.

The Contractor shall arrange and fund all CONUS shipping (via commercial traceable shipment) of repair parts and equipment. The Contractor shall provide notice of shipment to the COR. No additional charges for shipping will be accepted. Delivery shall be FOB Destination.

## 3.6 REPRESENTATIONAL SUPPORT

The Contractor shall support conferences, demonstrations, exercises, and evaluation events, as requested by the GPO.

The Contractor representative shall attend other conferences when requested by the GPO. All conference travel costs shall be reimbursed via a no-fee cost reimbursable Contract Line Item Number (CLIN).

The Contractor shall provide manpower for the Air National Guard (ANG) booth exhibit and demonstrate the versatility and multiple-integration capabilities of ANG products which are essential to the continued modernization of modeling and simulation within the ANG. The Contractor shall provide a trip report for every conference attended no later than thirty (30) days after trip completion.

# 3.7 RELOCATION

The Contractor shall provide and support relocation efforts of the TDs and/or TD components, RSS-es, equipment, and personnel, as identified by the GPO. Relocation efforts include, but are not limited to: shipping, delivery, installation, integration, and test.

#### 3.8 TRAVEL

The Contractor shall travel, as required or requested by the PCO, in support of the C-130 MMCT TSSC efforts and tasks. All travel costs shall be reimbursed via a no-fee cost reimbursable Contract Line Item Number (CLIN).

# 3.9 TASK ORDER TRANSITION

The Contractor shall support initial and follow-on contractual transition activities. These activities shall include, but are not be limited to: documenting transition activities in a transition plan, conducting inventory audits, transferring Government facilities and property, and participating as part of a Transition IPT.

# 3.9.1 Initial Program Ramp-up

At the start of program transition, the Contractor shall ramp up staffing and operations to ensure an orderly transition without impact on system operations. The Contractor shall be fully staffed by the time the Contractor becomes 100 percent responsible for the program.

The Contractor shall accomplish the following tasks within the transition period:

- Perform and verify a complete inventory of the program
- Train employees on updated C-130 MMCT program directives and plans
- Maintain all CLS tools to ensure effective tracking and management of LSP material, spares, maintenance actions (or Contractor developed log), and engineering design requests
- Establish acceptance activities and perform acceptance testing on any new products that Contractor is delivering to replace existing management tools
- Establish sub-contracts and/or transition all miscellaneous support functions (i.e., utilities, data, PMEL, reproduction. Etc.).
- Archive all configuration management baselines (hardware and software)

The Contractor shall accomplish the following tasks within the first thirty (30) days of becoming 100 percent responsible for the program:

- Update the TSSC Charter
- Maintain all vendor/warranty licensing agreements

#### 3.9.2 Follow-on Transition Activities

#### 3.9.2.1 Transition to Successor

The Contractor shall, during the last sixty (60) days of this contract or any extension thereto, provide all support to the Government and successful offeror ensuring an orderly transition to minimize the impact on system operation. At a minimum, the Contractor shall provide the successful offeror access to the site and the training system on a not-to-interfere-with-training-and-maintenance basis during the aforementioned sixty (60) day period.

At the conclusion, any GFP at the Contractor's facility shall be shipped at the future Contractor's expense to a destination determined by the Government PCO. The Contractor shall ensure that the training device fidelity does not degrade during this transition.

# 3.9.2.1.1 Logistics Support Package (LSP)

The Contractor shall perform and document an inventory of the logistics support package (LSP), with Government oversight in the last fifteen (15) days prior to contract expiration or any extension; any follow-on Contractor(s) also has the right to witness the final inventory.

The Contractor shall conduct an inventory to ascertain the existence and serviceable condition of these items. The Contractor shall be responsible for replacing any items missing or damaged beyond normal wear and tear at the end of the contract performance period.

# 3.9.2.1.2 Spares and Support Equipment (SE) Inventory

The Contractor shall perform and document a spares and SE inventory with Government oversight, at a time convenient to the government, to ascertain the existence and serviceable condition of all items. The Contractor shall replace any items missing or damaged beyond normal wear and tear at the end of the contract performance period IAW the Transition Plan.

#### **3.9.2.1.3** Facilities

The Government COR will inspect training site facilities occupied by Contractor to ascertain the condition of these facilities upon contract expiration. The Contractor shall be liable for damages beyond normal wear and usage at the end of the contract performance period.

## 3.9.2.1.4 Data

A005

The Contractor shall audit all training system data to ascertain a complete set of documentation exists in a useable condition, with the latest revisions incorporated 180 days prior to expiration of this contract, or any extension thereto. This audit may be performed under Government oversight. The Contractor shall be responsible for replacing missing, unusable, or outdated documentation. This audit includes the Master Library at the TSSC and each of the site libraries.

## 3.10 DELIVERABLES

# 3.10.1 Contract Data Requirements List (CDRL) Deliveries

**As-Built Configuration List** 

The Contractor shall deliver CDRLs listed in Table 8. CRDLs are also outlined in Attachment 2.

**CDRL Deliverable** DID Ref. Paragraph A001 **Progress Report** DI-MGMT-80227/T 3.1.1 A002 Scientific and Technical Report **DI-MISC-80711A** 3.1.11.2.15 3.1.11.2.13.1, A003 Test Procedure DI-NDTI-80603A 3.1.11.2.13.2 3.1.11.2, 3.1.11.2.9, A004 Test/Inspection Report **DI-NDTI-80809B/T** 3.1.11.2.11.1.2, 3.1.11.2.13.2

**Table 8. Document Deliverables** 

**DI-CMAN-81516** 

3.1.11.2.9

CDRL	Deliverable	DID	Ref. Paragraph
B001	Software User Manual	DI-IPSC-81443A	3.1.11.2
B002	Proposed Spare Parts List	DI-ILSS-80134A	3.1.11.2.9, 3.4.1
B005	Software Development Plan	DI-IPSC-81427A	3.1.11.2.9
B007	Software Design Description	DI-IPSC-81435A	3.1.11.2.11.1.2
B009	Interface Design Description	DI-IPSC-81436A	3.1.11.2.9
B010	Commercial Manual	DI-TMSS-80527C	3.1.11.2.19
B012	System/Subsystem Design Description	DI-IPSC-81432A	3.1.11.2.9
B013	Vulnerability Scan Compliance Report	DI-MGMT-81842	3.1.9.6.3
B014	Configuration Management Plan	DI-SESS-81875	3.1.11.2, 3.1.11.2.9, 3.1.11.2.19.1
B015	Contractor Device Performance Report	DI-ILSS-80191D/T	3.1.11.2.6
B016	Contractor Operation and Maintenance of Simulators/Equipment Management Status Report	DI-MISC-81392/T	3.1.10.4, 3.1.11.2.6, 3.1.11.2.7.1
B020	Information Assurance (IA) Design Review Information Package (DRIP)	DI-MGMT-81845/T	3.1.9.6.4.2
B021	DOD Risk Management Framework (RMF) Package Deliverables (SP&TP) Security Plan and Test Plan	DI-MGMT-82001/T	3.1.9.6.4.1
B022	Counterfeit Prevention Plan	DI-MISC-81832/T	3.1.9.6.5.1, 3.1.9.6.5.2
B023	Parts Management Plan	DI-SDMP-81748	3.1.9.6.5.1, 3.1.9.6.5.2
B025	Program Management Plan	DI-MGMT-81797	3.1.1.3
B026	Trip/Travel Report	DI-MISC-81943	3.1.3.2, 3.6

CDRL	Deliverable	DID	Ref. Paragraph
	Master Schedule	Contractor Format	3.1.1
	Cost Burn-Rate Report	Contractor Format	3.1.2
	System Security Plan	Contractor Format	3.1.9.1.2.1
	Vulnerability Management Plan	Contractor Format	3.1.9.1.2.2
	Business Continuity/Contingency Plan	Contractor Format	3.1.9.6.4
	Agendas/Briefings/Minutes	Contractor Format	3.1.3.1
	PPSM	Contractor Format	3.1.9.6.4
	ACAS IAVM	Contractor Format	3.1.9.6.4
	ACAS STIG Report	Contractor Format	3.1.9.6.4
	Logistics Support Package	Contractor Format	3.9.2.1.1

<sup>\*</sup>Any CDRLs listed in Table 8 that have already been submitted from a previous effort may be re-submitted and/or updated as required.

## 4. Travel Requirements

Travel Time: In support of this contract/task order, contractor personnel may be required to travel to various locations and work in excess of 40 hours/week on occasion. During performance, only actual travel costs are reimbursed in accordance with the Federal Travel Regulations (FTR) and other applicable regulations, subject to the Government's approval.

# **4.1** Trip Reports.

For all travel required under the terms of this PWS, the contractor shall submit Trip Reports when submitting monthly invoices after completion of a trip for all long distance travel and for local travel when requested by Government Task Lead. Trip reports shall be uploaded into ITSS once a month when invoices are uploaded.

The Trip Report shall include the following information:

- Personnel traveled
- Dates of travel
- Destination(s)
- Purpose of Trip; contract effort supported and Task Order ID number; Government
  Agency supported (if applicable), explain the benefits of the travel to the
  Government.
- Actual Trip Costs
- Approval Authority
- Summary of events
- **4.2 Approval for Travel:** All travel shall be scheduled at least two weeks in advance whenever possible to maximize savings to the Government through receiving the best travel rates available. Emergency requirements shall be defined and approved by the COR. All travel shall be in accordance with the Federal Travel Regulation (FTR) and shall be at or below per diem unless approved via CTP. The contractor is required to ensure good stewardship of travel funds, and shall seek rates lower than per diem whenever possible.

The contractor shall make every effort to locate the airport that will provide the lowest cost of air travel possible. The COR may require a cost benefit analysis to support any travel, as deemed necessary. Travel shall be at the allowable per diem rate. In the event travel charges are above per diem, the contractor shall submit a "Consent to Purchase (CTP)" form (Attachment 5)

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with a complete explanation to explain the circumstances. The CTP shall be approved by the COR and CO in advance. Travel charges over and above per diem without proper approval, shall be at the expense of the contractor.

After travel is incurred, documentation/receipts shall be sent to the COR (with the invoice submittals). NO PAYMENT WILL BE MADE WITHOUT DOCUMENTATION/RECEIPTS. See Section 6. 3 for further details regarding invoicing for travel.

The COR shall approve travel (in writing on the CTP form) valued below \$3,500.00 per trip. The GSA CO shall approve all travel expenses in excess of \$3,500.00.

NOTE: The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel, materials, and ODC procurements (travel) made on behalf of the Government under the terms of the contract.

# 4.3 Materials/Hardware/ODCs and Ancillary Supplies and/or Services

Materials/Hardware/ODCs are not applicable to this effort.

#### **GWAC ORDERS:**

Whenever possible, ODCs or materials required to support a T&M task order, or Cost Reimbursable line items on an order shall be procured via what is known as a FAR 51 Deviation acquisition. If items are not available under an active Federal Supply Schedule (FSS) contract, the contractor shall provide evidence of this fact to the contracting officer. If this occurs, and items may not be available under the terms of a FAR 51 Deviation, the procurement of ODCs will be made on an "open market" basis. Please refer to Attachment 4 CTP Process.

## **4.3.1** Other Direct Costs (ODCs)

Other Direct Costs (ODCs) are categories of charges for commercial items utilized in direct support of the task order scope, which are not currently (specifically) listed/awarded in the basic contract.

Before an ODC may be included in the awarded task or procured under the terms of this task order, the ODC must satisfy the criteria expressed in the scope of the contract basic contract and subsequent task order and be critical to the scope of the services being provided. GWAC contracts allow for ODCs to be included as part of the overall order, if the ODC is an integral part of the overall solution to fulfill the requirement. GSA Schedules do not authorize provisions for ODCs,

and therefore, ODCs required as an integral part of a GSA Schedule solution shall be procured separately from the awarded Schedule task order. ODCs may be procured via subcontracting efforts, which are managed by the prime contractor.

#### 4.4 Methods of Material/ODC Procurement

**4.4.1 FAR 51 Deviation General Background Information:** On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize any GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the FSS or Global Supply Program. [NOTE: For more information on placing orders with GSA Global Supply, please visit www.gsaglobalsupply.gsa.gov.]

For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation. To grant this authority to the contractor the contracting officer shall be provided in the form of a written authorization to the buying contractor in accordance with FAR Subpart 51.102.

Compliance with FAR 8.405-1 is required by the contractor, and shall be verified by the Contracting Officer. To substantiate compliance with FAR 8.405-1, the contractor shall show documentation that competition has been conducted, e.g. RFQ, quotes received, etc., which shall be included in the accompanying [actual] solicitations and quotes for the items being procured.

Items must be invoiced at the price for which they were procured from the selling contractor, no fees or markup shall be allowed. The contracting officer shall ensure that the buying contractor is in compliance with the written FAR 51 authorization, which shall be documented by the contractor instructions herein and submitted to the contracting officer, APM and the COR.

# **4.4.2** Applicable FAR 51 Deviation Contract Clause:

52.251-1 Government Supply Sources (Apr 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization. (End of Clause)

Acquisition Regulation (FAR) 51 Use of Government Sources by Contractors, the GSA Contractor Officer written determination, and in accordance with FAR Clause 52.251-1 Government Supply Sources. Under the FAR 51 authorization, the awarded contractor will receive authorization from the Contracting Officer via letter to acquire the equipment/supplies that are ancillary in nature, yet integral to the overall requirement. The prime contractor shall follow the parameters set forth within the authorization letter provided by the Contracting Officer, and as described below for procuring ODC's. Vesting of title for supplies purchased under the FAR 51 authorization shall be owned by the Government.

As a user of this authority, the awarded contractor must comply with the following:

- a. Follow any applicable FSS ordering procedures in addition to procedures outlined in FAR 8.405-1(d)(2)&(3), FAR 51, agency supplements, and other applicable statues and regulations
- b. Per 8.404(d), must maintain documentation that the price reductions were requested and document outcome of request.
- c. In the event of any inconsistency between the terms and conditions of an order and those of their FSS contract, the terms and conditions of their FSS contract will govern
- d. Pass through supplies and/or services at the Schedule contract price (or lower) with no fee/surcharge/markup. If supplies and/or services are provided by the selling contractor at lower than the contract price, the savings must be passed on to the government by charging the ordering activity accordingly.
- e. Ensure that the products and/or services procured under the FAR 51 procedures are ancillary to the overall project
- f. Provide a written copy of the authorization from the ordering activity with each applicable order
- g. Ensure that the Schedule contract number is on each order
- h. Remit full payment to the selling contractor prior to invoicing the ordering activity
- i. Not issue any orders under the FAR 51 deviation authority to their own firm(s), subsidiary(s), subcontractors or teaming partners

j. Ensure that the selling FSS contractor includes on each invoice the following information	
which can be obtained from the official GSA FAR 51 Deviation Authorization Letter: "in care	of
GSA under written authorization from dated"	
4. Additional Considerations	

# **4.6 Green/Sustainable Procurement Practices/Requirements:**

In accordance with FAR Part 23.103, "Sustainable Acquisitions," Federal agencies shall advance sustainable acquisition by ensuring that 95 percent of new contract actions for the supply of products and for the acquisition of services (including construction) require that the products are— (1) Energy-efficient (ENERGY STAR® or Federal Energy Management Program (FEMP)-designated);(2) Water-efficient; (3) Biobased; (4) Environmentally preferable (e.g., EPEAT-registered, or non-toxic or less toxic alternatives); (5) Non-ozone depleting; or (6) Made with recovered materials. And, that the required products in the contract actions for services include products that are— (1) Delivered to the Government during performance; (2) Acquired by the contractor for use in performing services at a Federally-controlled facility; or (3) Furnished by the contractor for use by the Government.

The purpose of the statutes and executive orders is to create, demonstrate the viability of, and sustain markets for green products and services. Green purchasing requirements apply to direct purchase of products by the Government, products supplied or used in the performance of a Government contract, micro-purchases, simplified acquisitions, and the purchases of commercial items. Below is a chart representing the elements of FAR Part 23 that apply to this PWS requirements defined in this PWS. If for any reason the Government has failed to identify an applicable requirement in the chart below, the contractor shall notify the Government immediate and a modification to the PWS clauses and the chart below shall be completed. The contractor shall comply with the Executive Orders, and applicable Laws/official "Acts" and Government timelines that are enacted/in place at the time of contract award, without exception. The applicable laws, regulations and clauses are identified in the chart below:

Designated Sustainable Procurement Categories	Reference Materials	Applicable/N ot Applicable to PWS Requirements
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FAR 11.002(d), Resource Conservation and Recovery Act section 6002, Executive Order (E.O.) 13423 and 13514; FAR 52.223-17;	Not Applicable
•	
www.epa.gov/cpg	
FAR 11.002(d), FAR 23.204, FAR 52.223-15,	Applicable
Energy Independence and Security Act of 2007	
http://www.energystar.gov	
FAR 11.002(d), E.O.s 13423, 13514, and 13221,	Applicable
http://www.energystar.gov	TT
_	
FAR 11.002(d), FAR 52.223-1, FAR 52.223-2,	Not Applicable
Farm Security and Rural Investment Act of 2002	
section 9002, E.O. 13423;	
http://www.usda.gov/biopreferred	
FAR 11.002(d), E.O.s 13423 and 13514;	Applicable
1	
www.epa.gov/epp	
FAR 11.002(d), E.O. 13423 and 13514, FAR	Not Applicable
=	
EPEAT silver rated products or higher; For more	
information about the standards:	
http://www.epeat.net	
FAR 11.002(d); E.O. 13514 Section 2	Not Applicable
FAR 11.002(d): E.O. 13514	Not Applicable
	1.o. ipplicable
www.epa.gov/ozone/snap/lists/index html	
epargo // ozone/ shap/ hsts/ hidox.html	
FAR 11.002(d), FAR 52.223-17	Not Applicable
FAR 4.303, FAR 11.303. FAR 52.204-4	Applicable
 	11
<u> </u>	
EAD 00 1005 EAD 50 000 5 (ALL I ALL III	A1!1.1.
FAR 23.1005, FAR 52.223-5 (Alt I or Alt II as applicable).	Applicable
	Energy Independence and Security Act of 2007 http://www.energystar.gov  FAR 11.002(d), E.O.s 13423, 13514, and 13221, http://www.energystar.gov  FAR 11.002(d), FAR 52.223-1, FAR 52.223-2, Farm Security and Rural Investment Act of 2002 section 9002, E.O. 13423; http://www.usda.gov/biopreferred  FAR 11.002(d), E.O.s 13423 and 13514; www.epa.gov/epp  FAR 11.002(d), E.O. 13423 and 13514, FAR 52.223-16 (for EPEAT bronze registered products or higher) or Alt I for purchasing EPEAT silver rated products or higher; For more information about the standards: http://www.epeat.net  FAR 11.002(d); E.O. 13514 Section 2  FAR 11.002(d); E.O. 13514  www.epa.gov/ozone/snap/lists/index.html

# 5. Order Requirements Information

# 5.1 Type of Task

This is a performance based, Alliant GWAC task order. This task is a Hybrid FFP/T&M fully funded award. The CLINs are: Labor (CLIN 0001), T&M ODCs (CLIN 0002) and Travel (CLIN 0003) will be cost reimbursable. Contract Access Fee (CAF) (if applicable) (CLIN 0004) will be cost reimbursable and will be billed on each invoice as a factor applied to the value of CLINs 0001 through 0003. If applicable, the CAF fee is .75% (.0075). The contractor will invoice for CAF and will include CAF estimates as appropriate on the pricing spreadsheet. The total CAF collected per Order will not exceed \$100,000 per twelve (12) month ordering period. The Contractor shall estimate CAF in their proposals, regardless of contract type. CAF will not be embedded in the costs of other CLINs.

## 5.2 Period of Performance (POP) and FAR Clauses in Full Text or by Reference

The POP for this task is a twelve (12) month base period with four (4) options. The exact period of performance will be identified in the contract schedule and identified for each CLIN. The following FAR clauses pertain to the POP, and are incorporated herein by reference and by full text:

# **5.2.1** Evaluation of Options:

Options shall be evaluated in accordance with the provision (as included herein) at FAR 52.212-2(b), Evaluation – Commercial Items.

## 5.2.2 FAR Clause 52.217-8 Option to Extend Services (NOV 1999):

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) calendar days prior to the expiration of the contract. (*Incorporated by Full-text*)

# 5.2.3 FAR Clause 52.217-9 Option to Extend the Term of the Contract (Mar 2000):

The Government may extend the term of this contract by written notice to the Contractor at least 1 day prior to the expiration of the current period of performance provided that the Government

gives the Contractor a preliminary written notice of its intent to extend at least <u>60</u> days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

# 5.2.4 GSAR 552.217-71 Notice Regarding Option(s) (NOV 1992):

The General Services Administration (GSA) has included an option to *extend the term of this contract* in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

# **5.3 Performance Specifics**

#### **5.3.1** Performance Location

Work may be performed at contractor work locations. Work under this requirement is unclassified but Common Access Cards (CAC) are required for contractor personnel. CACs are required for the characterizers to pull munition drawings from various Government websites referenced in Section 3.1.

Contractor personnel will not report to Government facilities to work nor remain at the work locations any time the Government is unexpectedly required to close their offices. The contractor will not be compensated for these unexpected or expected Government closures. The contractor is responsible for all notification of their contractor staff during times of closure.

## **5.3.2** Performance Time/Days

The Government requires support on the following days (Monday through Friday, Monday through Sunday, various, etc.).

The contractor shall adhere to a work schedule that must include core hours (09:00 A.M. - 3:00 P.M.). Additionally, work cannot begin before 06:30 A.M. and shall not end later than 5:30 P.M.

including a 30-minute lunch break. The contractor will not work on weekends, Government holidays, base closures and other official Government site closing without special permission. Individual schedules will be agreed upon between the Task Leader/supervisor and the Client Representative.

# **5.3.3** Observed Federal Holidays

The following Federal holidays are observed by the Government and affect the contractor's ability to access Government's facilities or Government personnel:

New Year's Day: January 1st

Martin Luther King's Birthday: 3<sup>rd</sup> Monday in January

President's Day: 3<sup>rd</sup> Monday in February Memorial Day: Last Monday in May

Independence Day: July 4<sup>th</sup>

Labor Day: 1<sup>st</sup> Monday in September Columbus Day: 2<sup>nd</sup> Monday in October

Veterans Day: November 11<sup>th</sup>

Thanksgiving Day: 4<sup>th</sup> Thursday in November

Christmas: December 25<sup>th</sup> (and possibly the day after or before, depending on an executive

order)

**NOTE:** The contractor shall not direct bill for holidays, sick days, vacation, etc., these costs are included in the **FULLY BURDENED FFP** awarded basic contract, and task order rates.

#### **5.3.4 Productive Labor Hours:**

For purposes of this order and specific services, the Government will pay only for <u>productive direct labor hours</u>, which are those hours expended by contractor personnel in performing work under the scope of this order. This does not include sick leave, vacation leave, holidays, jury duty, military leave, or any other kind of administrative leave.

"Direct labor hours" are those productive hours expended by Contractor personnel in performing work under this contract that are charged as direct labor under the Contractor's established accounting policy and procedures. The term does not include sick leave, vacation, holiday leave, military leave, or any type of administrative leave but does include direct labor hours provided under level-of-effort subcontracts.

The estimated hours assigned to each labor category in the awarded price schedule may vary as GSA and the contractor mutually agree, but in no case will the variance result in an increase to the total not-to-exceed price of the contract as awarded.

If personnel have to obtain a background check prior to being able to perform under the terms of the order, the vendor is not permitted to bill (in the case of a T&M or an FFP/FFP LOE/Cost Reimbursable or other order type) until the contractor's personnel are fully able to perform the requirements of the PWS.

# **5.4 Government Property:**

Government Furnished Property shall be provided in accordance with Attachment 1 of this PWS, titled Government Furnished Property, Equipment and Services. A Government Property Management Plan shall be active, current and in force at all times during the performance period of this task. See the incorporated Government Property Clause (FAR Part 45) for additional requirements.

# **5.5 Contractor Acquired Government Furnished Property:**

No Contractor Acquired Government Furnished Property shall be provided in support of this requirement.

# 5.6 Homeland Security Presidential Directive-12

(HSPD-12): Homeland Security Presidential Directive 12 (HSPD-12) was issued to implement the policy of the United States to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees). Under this directive, the heads of executive departments and agencies are required to implement programs to ensure that identification issued by their departments and agencies to Federal employees and contractors meets the Standard. This policy can be found at the following website:

http://www.whitehouse.gov/news/releases/2004/08/20040827-8.html.

In performance of services under this task, contractor shall insure all its personnel who require physical access to federally controlled facilities and access to federally controlled information systems by 27 October 2007, have been issued identification in compliance with HSPD-12 policy. In their solicitation response packages, offeror's shall confirm they will comply with the

government client's identification procedure that is implementing HSPD-12 policy. The Security/Identification point of contact for the client agency that is responsible for implementing their HSPD-12 compliant policy is:

POC Name	Eric Davis
Office Symbol	502d Trainer Development Squadron (502 TDS)
Address	660 A Street West Hangar 74
City, State, Zip	Randolph AFB, TX 78150
email address	eric.davis.39@us.af.mil
Telephone Number	(210) 652-3335

All costs associated with obtaining necessary clearances shall be borne by the contractor.

# **5.7 Security**

# Federal Information Security Management Act (FISMA) of 2014 Compliance:

FISMA compliance is access through annual accreditation and certification as required by Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) governed by Department of Defense Instruction 8510.01, dated March 12, 2014.

Note: This requirement must be met on any procurement, IT, PS, etc., where the contractor will have access to government electronic information.

In order to satisfy this requirement, GSA requires the FISMA point of contact for the client agency that is responsible for maintaining their annual FISMA accreditation and certification:

# Agency official for FISMA compliance below:

POC - Name	Joseph T McCullough

Office Symbol	502 TDS/TFD
Address	660 A Street West Hangar 74
City, State, Zip	Randolph AFB, TX 78150
Telephone #	(210) 652-4803
Email	joseph.mccullough.8@us.af.mil

## **5.8 Contractor Employee Guidelines**

The contractor shall not employ persons on this task order if such employees are identified to the contractor by the client representative as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population.

# 5.9 Special Terms and Conditions/Requirements5.9.1 508 Compliance

The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Applicable standards are 1194.21-1194-26.

The Industry Partner should review the following websites for additional 508 information:

http://www.section508.gov/index.cfm?FuseAction=Content&ID=12

http://www.access-board.gov/508.htm

http://www.w3.org/WAI/Resources

The contractor must indicate in its response package where full details of compliance to the identified standards can be found, such as vendor's website, etc.

## **5.9.2** Post Award Orientation Conference

The contractor shall participate in a post-award conference for the purposes of making introductions, coordinating security requirements, discussing schedules, prioritizing PWS requirements, and providing details regarding the transition of work requirements from the incumbent contractor.

The contractor shall commence work on the first day of the period of performance. The Post Award Orientation Conference shall by teleconference within 15 days of contract award. Attendance by the contractor shall be at no additional (direct) cost to the Government.

# 5.9.3 Transition Plan (Phase In and Out of Task Order)

Not Applicable

#### **5.9.4** Personal Services

The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal services contract".

To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract, the contractor shall adhere to the following guidelines in the performance of the task:

- Contractor provides for direct supervision of all contract employees assigned to the task.
- Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.
- Ensure close communication/coordination with the GSA PM, reporting problems to the PM as they occur (not waiting for a monthly meeting).
- Do not permit government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government job.
- Do not assign contractor personnel to work under direct government supervision.
- Maintain a professional distance from government employees.

- Provide contractor employees with badges, if appropriate, identifying them as contractors.
- Ensure proper communications with the government (technical discussion and government surveillance is okay, but the Government cannot tell the contractor how to do the job).
- Assign a task leader to the task order. The task leader or alternate should be the only one who accepts tasking from the assigned Government point of contact or alternative.
- The government has the right to reject the finished product or result and this does not constitute personal services.
- When travel is required for the performance on a task, the contractor personnel are only to travel as directed by their contract management.

# 5.9.5 Privacy Act and Security

- **5.9.5.1** Work on this project requires that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.
- **5.9.5.2** Common Access Card (CAC) required for characterizers.

## **5.9.6** Unilateral Modifications for Funds Management

The standard verbiage in FAR 52.212-4 (c), which is the paragraph titled "Changes," relating to "Contract Terms and Conditions – Commercial Items Clause" which states: "Changes to the terms and conditions of this contract may be made only by written agreement of the parties," is hereby tailored to allow unilateral modifications to be issued after award of this task to obligate funding. The acceptance of the task award by the vendor constitutes written agreement of both parties that all future modifications issued for the obligation of funding will be issued by the GSA CO unilaterally. The vendor has responsibility for funds monitoring and tracking so by acceptance of this change, the vendor is agreeing to obtain in a timely manner the unilateral modifications from ITSS for the purpose of ensuring that funding totals are not exceeded and to ensure the vendor's responsibility for tracking and reporting deficits in funding can be accomplished per the terms of the PWS.

## 5.9.7 Records/Data

All software (databases/code) produced at the request of the client becomes the sole property of the United States Government and shall enter the public domain and is non-proprietary.

Subsequent use of this software for commercial purposes by the Contractor or any other entity may occur only after a properly filed Freedom of Information Act (FOIA) request has been approved by the Government. Any such subsequent use shall attribute the origin of the software to the client.

All deliverables become the sole property of the United States Government. The Government, for itself and such others as it deems appropriate, will have unlimited rights under this contract to all information and materials developed under this contract and furnished to the Government and documentation thereof, reports and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright. Unlimited rights under this contract are rights to use, duplicate, or disclose data, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All digital files and data, and other products generated under this contract, shall become the property of the Government.

Copyright: Any software and computer data/information developed, as a component of this contract shall have the following statement attached to documentation:

"This computer program is a work effort for the United States Government and is not protected by copyright (17 U.S. Code 105). Any person who fraudulently places a copyright notice on, or does any other act contrary to the provisions of 17 U.S. Code 506(c) shall be subject to the penalties provided therein. This notice shall not be altered or removed from this software or digital media, and is to be on all reproductions."

# **5.9.8** Organizational Conflict of Interest (OCI)

- a) The guidelines and procedures of FAR Subpart 9.5 and GSAM Subpart 509.5, Organizational and Consultant Conflicts of Interest, and FAR Part 3 and GSAM Part 3, Improper Business Practices and Personal Conflicts of Interest, will be used in identifying and resolving any issues of a conflict of interest under this task order.
- b) In the event that this task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the Ordering Contracting Officer (OCO) of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict. The Contractor shall not contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest. Offeros are required to disclose any existing or potential Conflict of Interest (COI) in their quotes as well as submit a COI Mitigation

- Plan proposing measures to avoid, mitigate or neutralize identifies COI's (See Section 8, Appendix A and Appendix B).
- c) Definitions. "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract. "Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
- d) An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.
- e) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

# 5.9.9 Applicability of Terms and Conditions from the Base Contractual Vehicle(s):

All applicable terms and conditions from the contactor's basic GSA FSS Contract/ Blanket Purchase Agreement (BPA), Indefinite Delivery Indefinite Quantity (IDIQ) Contract, and the additional terms of this task order, call order, or subtask shall become legally binding upon the contractor at the time of award and through the period of performance.

# 5.9.10 Limitation of Funds

This paragraph is not applicable if the order was fully funded at the time of award. However, if not fully funded, the Contractor shall not perform work resulting in charges to the government that exceed obligated funds. The contractor shall notify the Contracting Officer in writing, whenever it has reason to believe that in the next 60 days, the charges to the government will exceed 75% of the obligated funds. The notice shall state the estimated amount of additional funds required to complete performance of this task. The government is not obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not

obligated to continue performance or otherwise incur costs that would result in charges to the government in excess of the amount obligated under this order.

### **5.9.11** Contractor Manpower Reporting (for DoD funded requirements only)

The contractor shall ensure ALL contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract are reported via a secure data collection site.

The contractor (and all subcontractors providing direct labor under this contract) shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site at http://www.ecmra.mil/. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The contractor shall completely fill in all required data fields. The required information includes: (1) Contract Number; (2) Fiscal Year (FY that the work was performed); (3) Order Number (Delivery Order, Task Order, or Purchase Order Number); (4) Requiring Activity Unit Identification Code; (5) Command (Command of the Requiring Activity that would be performing the mission if not for the contractor); (6) Contractor Name; (7) Total Invoiced Amount (the total dollar amount invoiced during the fiscal year, at the Delivery Order and/or Task Order level. This is the responsibility of the contractor); (8) Questions about Contract Performance (Contractors: Indicate if the contract/order includes the above services); (9) Government Supervision (Are the contractor personnel subject to relatively continuous supervision and control by a Government employee or officer); (10) Government's Tools and Equipment (Does the Government furnish the principal tools and equipment needed for contract performance); (11) Government Facility (Are some or all of the contractor employees provided with a workspace in a Government facility for use on a regular basis?); (12) Contracting Officer (First Name, Last Name, Phone Number, and Email); (13) COR/COTR (First Name, Last Name, Phone Number, and Email); (14) Contractor (First Name, Last Name, Phone Number, and Email); (15) Location Information (Federal Supply Code (FSC), City of Installation or Services, State, Zip, and Country); (16) Direct Labor Hours; (17) Direct Labor Dollars; (18) Fund Cite.

Contractors may direct technical questions to the eCMRA help desk at <a href="mailto:documents.com/d

### 6. Invoicing/ Procedures for Payment

#### **6.1 Electronic Posting of Invoices**

Contractors shall electronically transmit/submit invoices and supporting documentation for invoices through the GSA web-based procurement system, through the Central Invoice Service (CIS), the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. This is the only acceptable means for invoice submissions.

**No paper invoices shall be accepted.** For additional assistance contact the ASSIST Helpdesk at 877-472-4877.

### **6.2 Invoicing Instructions Based on Order Type**

The Period of Performance (POP) for each invoice shall be for one calendar month. The contractor shall submit only one invoice per month per order/contract. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after either:

- (1) The end of the invoiced month (for services) or
- (2) The end of the month in which the products (commodities) or deliverables (fixed-priced services) were delivered and accepted by the Government.

For Labor Hour/Time and Material orders/contracts, each invoice shall show the skill level category, the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It shall also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, as well as the grand total of all costs incurred and invoiced.

For Labor Hour and Time and Material orders/contracts, each invoice shall clearly indicate both the current invoice's monthly —burn ratell and the total average monthly —burn ratell.

The contractor shall submit all required documentation (unless exempted by the contract or order) as follows:

- For Travel: Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel.
- For ODCs: Submit a description of the ODC, quantity, unit price and total price of each ODC.

Note: The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.

#### **6.3** Invoice Content

The contractor's invoice will be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel and unique services ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

- GSA Task Order Number
- Task Order ACT Number (see the front of the SF300 document)
- Prompt Payment Discount
- Remittance Address
- Period of Performance for Billing Period
- Point of Contact and Phone Number
- Invoice Amount
- Skill Level Name and Associated Skill Level Number (for T&M or Labor Hour)
- Actual Hours Worked During the Billing Period (for T&M or Labor Hour)
- Travel Itemized by Individual and Trip (if applicable)
- Training Itemized by Individual and Purpose (if applicable) \*\* NOTE: Normally, the Government does not pay for contactor training. Training will need to be coordinated and approved (via CTP form) by the COR, prior to the training being taken.

Support Items Itemized by Specific Item and Amount (if applicable)

NOTE: The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.

### **Invoicing for T&M/Severable Order:**

The Period of Performance (POP) for each T&M invoice shall be for one calendar month (30/31 calendar days).

For Labor Hours (LH) and T&M orders/contracts each invoice shall list the labor category as awarded on the order, the hours worked per skill level/labor category, the rate per skill

level/labor category and the extended amount for that invoice period. It shall also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, as well as the grand total of all costs incurred and invoiced.

For Labor Hour and Time and Material orders/contracts each invoice shall clearly indicate both the current invoice's monthly "burn rate" and the total average monthly "burn rate".

The contractor shall submit all required documentation (unless exempted by the contract or order) as follows:

- <u>For Pre-priced Fully Incorporated (Quantities and Description) ODCs/Materials:</u> Submit a description of the ODC, quantity, unit price and total price of each ODC.
- <u>For Un-priced (unknown Quantity/ ODCs/Materials:</u> Submit a description of the ODC, quantity, unit price and total price of each ODC. Submit the approved CTP FORM (ATTACHMENT 4 OF THIS ORDER).

### **Travel Invoicing**

Travel shall be approved per the terms and conditions of the task order. Signed/approved Consent to Purchase (CTP) forms shall be submitted with the invoice, and all receipts for airfare, rental car, lodging, and all receipts directly being charged for over \$75.00 shall be submitted as support/back up documentation with the invoice submittal. NO PAYMENT WILL BE MADE WITHOUT DOCUMENTATION/RECEIPTS. NO PAYMENT WILL BE MADE for travel that is non-conforming to the FTR.

### 6.4 Receiving/Client Agency's Acceptance

The Client Agency must accept the services and/or products provided under the terms of the contract.

The client agency will accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the contractor. Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services.

The Client Agency may also generate a hard copy acceptance document.

Regardless, of the method of acceptance the contractor shall seek acceptance and electronically Page 74 of 132

post the acceptance document in GSA's electronic Web-based Order Processing System, currently ITSS. (Written acceptances will be posted as an attachment along with any other supporting documentation.) After acceptance of the invoice by the Client Agency, the Contractor shall submit a proper invoice to GSA Finance not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance within thirty (30) days, the contractor shall submit an invoice.

NOTE: The acceptance of the authorized Client Agency representative (which is normally the COR) is REQUIRED prior to the approval of payment for any invoiced submitted.

NOTE: If he required documentation including, (A) the customer's signed written acceptance OR (B) the customer's electronic acceptance, is not received within 15 calendar days from the date the invoice was submitted to GSA Finance, the invoice may be rejected in whole or in part as determined by the Government.

#### **6.5 Final Invoice**

Invoices for final payment must be so identified and submitted within 60 days from task completion and no further charges are to be billed. A copy of the written acceptance of task completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

The Government reserves the right to require certification by a GSA PM/COR before payment is processed, *if necessary*.

#### **6.6 Order Close-out Procedures**

The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. All invoices shall be received within this period. The contracting officer shall not extend the period of performance, or the invoice submittal period to wait on subcontractors to bill the prime contractor. All rates are negotiated at the time of award, and the contractor shall control and account for all time by their own personnel and their subcontractor or CTA personnel to allow for timely billing in accordance with the terms expressed in this section. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims form to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

The Government reserves the right to require a release of claims at the end of each performance period, after all payments have been completed. \*\*NOTE: No rates agreed to under the terms of this order are subject to DCAA or other "final" audited rates.

#### **6.7 Unilateral Close Out Modifications:**

FAR clause 52.212-4(c) is hereby amended as follows: The Government reserves the right to issue unilateral close out modifications to close out commercial contractual agreements, after the contractor has acknowledged the order is closed and that no further liability exists on behalf of the parties. The Government also reserves the right under the unilateral close out modification to deobligate money after full payment has been made to the contractor for their services/materials under this order.

#### **6.8 Contract Performance Evaluation:**

In accordance with FAR 8.406-7, Contractor Performance Evaluation and FAR 42.15, The Government will provide and record Past Performance Information for acquisitions over \$100,000,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractors are required to register in the CPARS, so contractors may review and comment on past performance reports submitted through the CPARS.

**CPARS** <a href="https://www.cpars.csd.disa.mil/">https://www.cpars.csd.disa.mil/</a>

**PPIRS** http://www.ppirs.gov

#### **6.9 Other Considerations:**

Accomplishment of all work included in this Performance Based Statement of Work may require the resultant awardee to coordinate with and work cohesively with other contractors on site. The awardee shall work with all other onsite contractors to develop work schedules that will ensure all work under this task is completed by the specified ultimate completion date in the most efficient manner possible. The Contractor shall arrange their crew's schedule, and perform this work so as not to interfere with operations of the Government and the operations of other contractors. The Government is not responsible for, nor is it responsible for paying for, delays caused by a lack of coordination with other contractors or subcontractors. The Government will not pay for delays or other damages due to lack of coordination with other onsite contractors and subcontractors.

If the Contracting Officer determines that the contractor is failing to coordinate his work with the work of other contractors as directed, he/she may upon written notice:

- (a) Withhold any payment otherwise due hereunder until his/her directions are complied with by the contractor.
- (b) Direct others to perform portions of the contract and charge cost of work to contract amount.
- (c) Terminate any and all portions of contract for his failure to perform in accordance with contract.

Failure to work cooperatively and cohesively with other contractors on site will result in the occurrence being documented on the Contractor's Performance Assessment Report, which could have a negative impact on winning future work where Past Performance is an evaluation factor.

The Contracting Officer <u>may</u> consider-time extensions and equitable adjustments only if he/she can determine the delays effecting the ultimate completion date were solely caused by the Federal Government.

### **6.10** Third Party Schedule Delays:

GSA does not warrant and cannot guarantee that the site will remain free from interference by third parties, with whom the Federal Government has no contractual relationship.

Only delays determined to be caused by the Federal Government that affect the contractor's ability to complete the contract work on time will be considered for time extensions and equitable adjustments.

#### 7. APPLICABLE CLAUSES

### 7.1 Clauses Incorporated by Reference

In addition to the applicable clauses contained in the task order's basic contract (if applicable), the following FAR clauses are included in this task for added emphasis of their applicability:

52.212-4	Contract Terms and Conditions – Commercial Items ALTERNATE I for T&M
	Task Orders/Contracts. (Jan 2017)
	NOTE: Paragraph 52.212-4(c) has been tailored to allow unilateral modifications for the obligation of funding, per Section 6.6.7, titled "Unilateral Modifications for Funds Management."
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive
	Orders Commercial Items (Jan 2017)
	(See Full Text Version Below: CO has selected the applicable clauses)

52.204-4	Printed or Copied Double-sided on Postconsumer Fiber Content Paper (May 2011)
52.203-19	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.227-21	Technical Data Declaration, Revision and Withholding of Payment - Major Systems (May 2014)
52.245-1	Government Property Alternate I (Apr 2012)
52.245-9	Use and Charges (April 2012)

### 7.2 Clauses Incorporated by Full Text

\*\* NOTE: Full Text Option clauses are in Section 5.2 of the PWS document.

### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014) (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
  - (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \_X\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- \_X\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_\_(5) [Reserved]
- \_X\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_X\_(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- \_X\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]
(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). (ii) Alternate I (Nov 2011) of 52.219-3.
(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011)
(if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
(ii) Alternate I (Jan 2011) of 52.219-4.
(13) [Reserved]
(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
(ii) Alternate I (Nov 2011).
(iii) Alternate II (Nov 2011).
(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). (ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
(16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
(17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
(ii) Alternate I (Oct 2001) of 52.219-9.
(iii) Alternate II (Oct 2001) of 52.219-9.
(iv) Alternate III (Oct 2014) of 52.219-9.
(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15
U.S.C. 657f).  V. (22) 52.210.28 Post Assent Small Pusiness Program Post appropriation (Jul 2012) (15 U.S.C. 622(a)(2))
_X_ (22) 52.219-28, Post Award Small Business Program Re-representation (Jul 2013) (15 U.S.C. 632(a)(2))(23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business
(EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible
Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
_X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
(29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
$_{\rm X_{-}}$ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
(31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O.
13496).
_X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627)
(ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
(34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989).
(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May
2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf
items.)
(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the
acquisition of commercially available off-the-shelf items.)
(36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and
13514
(ii) Alternate I (Jun 2014) of 52.223-13.
(37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14. (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16. X\_(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513). (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83). (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43). (ii) Alternate I (May 2014) of 52.225-3. (iii) Alternate II (May 2014) of 52.225-3. (iv) Alternate III (May 2014) of 52.225-3. (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)). (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332). (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). \*\* Insert if paying by Government credit card. \_X\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). (ii) Alternate I (Apr 2003) of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.] (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495) (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.). (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple

Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

- \_\_\_\_(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_\_(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
  - \_\_\_\_(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- \_\_\_\_\_(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). \_\_\_\_\_(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence—for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period—specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is—completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after—any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the—settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or—claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds
- \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier—subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
   (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
  - (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
  - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
  - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O.
  - 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
  - (xi) \_X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). \_\_\_\_(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
  - (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.) (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for

Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

### FAR Clause 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

<b>DFARS Clauses:</b>	
<u>252.201-7000</u>	Contracting Officer's Representative (Dec 1991)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
<u>252.245-7002</u>	Reporting Loss of Government Property (Apr 2012)
<u>252.245-7003</u>	Contractor Property Management System Administration (Apr 2012)
<u>252.245-7004</u>	Reporting, Reutilization, and Disposal (Mar 2015)

### **PWS ATTACHMENT LIST:**

ATTACHMENT 1: QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

ATTACHMENT 2: CONTRACT DATA REQUIREMENTS LIST (CDRL)

ATTACHMENT 3: SOFTWARE VENDOR INTEGRITY STATEMENT GUIDELINES: APPLICATION

Software

ATTACHMENT 4: SOFTWARE VENDOR INTEGRITY STATEMENT GUIDELINES: WEBSITE

ATTACHMENT 5: CONSENT TO PURCHASE FORM (CTP)

#### **ATTACHMENT 1**

## QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

### 1. Purpose

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a —living document and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

The following FAR clause applies: 52.246-6 Inspection of Services – Time-and-Material and Labor-Hour

### 2. Government Roles and Responsibilities

The following personnel shall oversee and coordinate surveillance activities.

- Contracting Officer (CO) The GSA CO shall ensure performance of all necessary actions for
  effective contracting, ensure compliance with the contract terms, and shall safeguard the
  interests of the United States in the contractual relationship. The CO shall also assure that the
  contractor receives impartial, fair, and equitable treatment under this contract. The CO is
  ultimately responsible for the final determination of the adequacy of the contractor's
  performance.
- Project Manager (PM) The PM acts as an acquisition consultant and serves as liaison between your customer organization and their requesting program office, as well as liaison between your customer organization and the GSA supporting contracting office.
- Contracting Officer's Representative (COR) The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

The following employees of the contractor serve as the contractor's Program Manager and Task Manager for this contract.

• Program Manager – TBD, Telephone: TBD, Email: TBD

#### 3. Performance Standards

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Performance Requirements Summary, Section 3.1.4.2.1, Table 5 in the Performance Work Statement, includes performance standards. The Government shall use these standards to determine contractor performance.

### List of Deliverables and the Performance Requirements Summary

Required Deliverables/ Reports	Required Due Date	PLANNED FREQUENCY	PWS Ref.	Performance Threshold	Method of Review and Approval of Deliverables
Monthly Summary Status/Activity Report	10 days after close of each month	Monthly	3.1.1	95% Timely/Accurate Delivery	COR assessment of work
Trip Report	5 working days after travel is complete.	Each Trip Taken Under the Terms of this Contract	3.1.3.1	95% of the time submitted timely/accurately.	Periodic inspection/COR assessment of work
Final Invoice	Due 60 days from completion.	After completion.	6.5	100% Timely/Accurate Delivery	COR and/or PM assessment
Release of Claims	Due fifteen (15) calendar days of final payment.	15 days after final payment,	6.6	100% Timely/Accurate Delivery	COR and/or CO/PM assessment

### 4. Frequency of Measurement

The COR/PM shall take annual measurements. During the task order performance, the PM and COR shall analyze whether the negotiated frequency of measurement is appropriate for the work being performed and may increase/decrease frequency accordingly.

Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance. The QASP shall be incorporated as a separate document attached to this PWS.

Contract Performance Evaluation: In accordance with FAR 42.1502, the Government will record past performance information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance

evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractors are required to register in the CPARS, so contractors may review and comment on past performance reports submitted through the CPARS.

CPARS <a href="https://www.cpars.csd.disa.mil">https://www.cpars.csd.disa.mil</a>

PPIRS http://www.ppirs.gov

### **ATTACHMENT 2**

#### CONTRACT DATA REQUIREMENTS LIST Form Approved OMB No. 0704-0188 (1 Data Item) Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E. A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY: TDP OTHER MGMT TM D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR C-130 MMCT TSSC 1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE A001 Contractor's Progress, Status and Management Report Contract Progress Report 4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE DI-MGMT-80227/T ANG/AFRC 12. DATE OF FIRST 7. DD 250 REO 9.DIST STATEMENT 10. FREQUENCY DISTRIBUTION 14. REQUIRED SUBMISSION b. COPIES MTHLY See BLK 16 8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT a. ADDRESSEE Final Draft See BLK 16 See BLK 16 Repro 16. REMARKS: Jeremy Whitmore 660 A Street West, HGR BLOCK 4: Delete block 7 and paragraphs 10.2, 10.3 (a, c, d, g-k) of DI-MGMT-80227. Reports shall be submitted and exchanged electronically, Randolph AFB, TX in Microsoft ® Office product suite and/or Microsoft ® Project format. 78150-4515 The Requiring Office identified in Item 6 may specify alternate or jeremy.whitmore@us.af. additional formats. mil BLOCK 11: Status shall be reported from contract award to the end of the Period of Performance. BLOCK 12: Submit the first report no later than the 25th of the month after the first full month after award. BLOCK 13: Submit no later than the 25th of each month, for duration of contract. BLOCK 14: Letters of Transmittal shall be submitted via e-mail to jeremy.whitmore@us.af.mil. 15. TOTAL \* - each submission G. PREPARED BY H. DATE I. APPROVED BY

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Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Iefferson Davis Highway, Suite 1204, Affington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

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Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Artington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188). Washington Dc 20503. Please DO NOT RETURN vour form to either of these addresses. Send completed form to the Government Issuine Contracting Officer for Contract/PR No. listed in Block E.

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#### **ATTACHMENT 3**

#### **Software Vendor Integrity Statement Guidelines: Application Software**

#### **DESCRIPTION**

The Vendor Integrity Statement for software shall be a written and signed Contractor certification that assures that each trainer application software delivered to the Government has been examined according to DoD and Air Force policies and procedures. The results of the examinations must indicate that the software has no elements that might be detrimental to the secure operation of the resource operating system. Elements detrimental to the secure operation include:

- a. Malicious code
- b. Trojans, worms, logic bombs, and other computer viruses
- c. Backdoors
- d. Ad-ware, Spy-ware, or web bugs that have the ability to track user behavior
- e. Code that permits functions that are beyond the actual publicized intent of application capability
- f. Software that will not function properly with the operating system configured securely

#### **BACKGROUND**

DoDI 8500.01, Cybersecurity, requires that IA-enabled products (such as operating systems) comply with the evaluation and validation requirements of DoDI 8510.01 Risk Management Framework for DoD Information Technology. Paragraph 9.b.11 of DoDI 8500.01 requires that IA-enabled IT products incorporated into DoD information systems be configured in accordance with DoD-approved security configuration guidelines.

#### CONTENT AND FORMAT

The Vendor Integrity Statements for trainer application software shall consist of the following certification, dated and signed by an authorized representative of the Contractor, on company letterhead. A sample follows:

### Software Vendor Integrity Statement: Application Software Sample

TO: USAF GPO

RE: Vendor Integrity Statement for Software for Device XXXXX, under Contract XX-X-

XXXX

I certify that for xxxx software, version xx, there are no elements that might be detrimental to the secure operation of the resource operating system. The software runs with the operating system configured according to DODI 8500.01, Cybersecurity, paragraph 9.b.11, and DoDI 8510.01 Risk Management Framework.

Signed

Company Representative

#### **ATTACHMENT 4**

Software Vendor Integrity Statement Guidelines: Website

#### **DESCRIPTION**

The Vendor Integrity Statement shall be a written and signed Contractor certification that assures that the web site development was conducted in accordance with DoD and Air Force web administration, policies, and procedures, has no elements that might be detrimental to the secure operation of the resource operating system. Elements detrimental to the secure operation include:

- a. Trojans, worms, logic bombs, Malicious code, and other computer viruses
- b. Backdoors, Ad-ware, Spy-ware, or web bugs that have the ability to track user behavior
- c. Web services or code that permits functions and operations that are beyond the actual intent of the web site
- d. Software will not run with operating system configured securely
- e. Unpatched vulnerabilities
- f. Unauthorized release of sensitive/"For Official Use Only" data to the public
- g. Unauthorized access to sensitive/"For Official Use Only" data
- h. Weak passwords
- i. Hot fixes (patches) are not installed

#### **CONTENT AND FORMAT**

The Vendor Integrity Statement for Web Site shall consist of the following certification, dated and signed by an authorized representative of the Contractor, on company letterhead. A sample follows:

# Software Vendor Integrity Statement: Website Sample

TO: Add USAF GPO
RE: Vendor Integrity Statement for Web Site developed under Contract XX-X-XXXX
I certify that the xxxx Web Site has been developed in accordance with Office of the Assistant Secretary of Defense (OASD) web policies and is in good working order. There are no elements that might be detrimental to the secure operation of the web site and server operating system. The software runs with the operating system configured according to DODI 8500.01, Cybersecurity, Paragraph 9.b.11.
Signed,
Company Representative

#### **ATTACHMENT 5**

# Consent to Purchase (CTP) Form Contract #: Task Order Number: ID7180022

Directions for use of this form: This form shall be used to request travel, materials purchases (if applicable), and other direct costs (if applicable per the awarded order requirements) that are within the scope of the associated task order. All materials procured on behalf of the Government whereby the Government takes title at the time the items are paid for, shall be the property of the Government and shall be managed in accordance with FAR 52.245-1. All materials procured shall be used for official Government related business only, which is directly associated with the performance of this task order. Other Direct Costs (or ODCs) are items that are an integral part of the performance of the requirement, and are within the scope of the overall requirement, but are not specifically list and pre-priced on the contract vehicle. The contractor may insert and copy lines as needed in the spreadsheet. No sole source or brand name only items shall be procured unless required and properly documented by the Government CO in writing.

Required Documentation: All supporting documentation shall be submitted with this CTP request to include, as required, the following:

- Price analysis showing the price is fair and reasonable.
- Justification for Limiting Competition (if applicable, should be used sparingly)

Failure to provide the proper documentation and follow the proper purchasing processes in accordance with the approved purchasing system, or a system otherwise approved in this contract, shall result in no reimbursement to the contractor. This form, and the approvals received via email or hard copy, shall be submitted with the invoices to substantiate the reimbursable costs.

	rement Tracking (CTP)	Date of Request:		CL	IN #:	Need Date:					
Туре о	f Procurement: O	DDC MaterialsODC	Labor	/Services	Travel	Shipping					
Descri	ption of the Procuremer	nt: [Insert specific desc	ription	of this pu	rchase here]						
		_Not Applicab	le								
		FAR 51 Deviation (Against FSS)Not ApplicableOpen Market Procurement									
PROCL	JREMENT TYPE:	Competitive			Not Applicat	ole					
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ITEM #	SELECTED SOURCE	ITEM DESCRIPTION	QTY	UNIT OF ISSUE	UNIT PRICE	REQUESTED REIMBURSEMENT PRICE					
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2											
3											
	Subtotal of All Requ	est Costs for Direct Reim	bursen	nent to the	Contractor						
		Total	Costs F	Reimbursab	le Request:						

APPROVAL ROUTING CHAIN: (Send this form via email to all of the following, per the PWS requirements.)

- FAR 51 or Open Market, and Travel < \$3500: E-mail approval along with this form with COR signature.
- FAR 51 or Open Market, and Travel >\$3500: Quotes Solicited along with this form with COR, GSAPM & CO approval.
- Brand Name or Sole Source (regardless of value): Brand Name/Sole Source justification required along with this form with COR, GSA PM
   & CO signature

CONTRACTING OFFICER REPRESENTATIVE (COR)	
CONCURRENCE TO PROCUREMENT:	COR Signature
GSA APROJECT MANAGER (APM) COORDINATION:	PM Signature
CONTRACTING OFFICER (CO) APPROVAL AND	
OBLIGATION OF FUNDING TO PROCUREMENT:	CO Signature

#### LIST OF SOLICITATION APPENDICES

Appendix A: EVALUATION CRITERIA FOR AWARD

Appendix B: INSTRUCTIONS TO OFFERORS

Appendix C: PAST EXPERIENCE INFORMATION SHEET

Appendix D: PRICING SPREADSHEET

#### APPENDIX A

#### **Evaluation Criteria**

#### **52.212-2** Evaluation—Commercial Items (October 2014)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers for this solicitation, listed in their descending order of importance:
- Past Experience (PE) and its relevancy to the scope size, and duration of requirement identified in the PWS.
- Technical Approach (TA) and its feasibility, practicability and appropriateness in accomplishing PWS requirements.
- Price: Evaluated to determine that the price is far and reasonable.

Non-price factors (PE and TA) when combined are significantly more important than price.

#### Past Experience (PE) is more important than Technical Approach (TA).

Non-price factors, when combined, are significantly more important than Price. As the difference in non-price factors becomes closer, Price may become more important. Non-price factors will be evaluated first, then price. The Government will select a proposal(s) based upon a best value determination.

This requirement will be conducted in accordance with FAR 16.5, as the task order will be placed against a GWAC contract.

Past Performance is not an evaluation factor for this procurement; however, the GSA CO will still review FAPIIS and the Excluded Parties Lists System (EPLS) information on the awardee in order to make a responsibility determination in accordance with FAR 9.104-6 FAPIIS and FAR 9.105-1 Obtaining Information.

### If any of the evaluation factors (PE/TA) receives a rating of less than acceptable, the proposal may not be reviewed any further and may not be considered for award.

- (b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding

contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. (End of Provision)

#### A1.0 Evaluation Information

\*\*\*\*\*NOTE: Failure to comply with any of the requirements identified in the PWS, may render the contractor's quote unacceptable.\*\*\*\*\*

GSA will make that determination based on each vendor's response package using the following evaluation criteria, listed in their **descending** order of importance:

#### **A1.1 Past Experience (PE)**

This factor considers the extent of the offeror's past experience in carrying out similar work. The government must have confidence in the offeror's ability to complete a project with similar scope, size, and duration with minimal risk.

- Similar in scope is defined as a measurable range of operations which include C-130 TSSC
- Similar in size is defined as having a comparable dollar value and comparable number of personnel in similar skillsets similar to those necessary for performance under this acquisition.
- Similar in duration is identified as projects with at least a twelve (12) month performance period

#### A1.2 Technical Approach (TA)

This factor considers the extent to which the offeror understands the technical and managerial requirements of the PWS and the offeror's technical approach to meeting those requirements are feasible, practical, and appropriate.

- Technical Approach: Description of the vendor's knowledge and understanding of the requirements as outlined in the solicitation. Includes the methodologies, processes, and techniques used to complete successfully the solicitation requirements.
- Feasible: Can successfully accomplish the tasks with the resources identified.
- Practical: Logical approach that does not introduce a high level of risk in order to successfully complete the task requirements.
- Appropriate: A suitable approach that is within the scope of the task and satisfies all the task requirements (right tool for the job).

Each offeror will be evaluated on their demonstrated understanding of the task order requirements, the adequacy of the solution approach, the quality and completeness of their technical/management solutions to these objectives, and the overall qualifications and skill mix of the contractor workforce proposed to address these task order objectives.

#### A1.3 Price

Price will be evaluated to determine the fairness and reasonableness of proposed pricing. Price will be evaluated separately from all non-price elements of the response package. A rating will not be assigned to the evaluation of price. Pricing must be provided separately from the technical proposal. A debriefing may be requested by the vendor, and shall be conducted by GSA in accordance with the requirements of 52.212-1(l).

If any of the evaluation factors (PE/TA) receives a rating of less than acceptable, the proposal may not be reviewed any further and may not be considered for award.

#### A1.4 Past Performance (PP)

While past performance is not a formal evaluation factor for this procurement, the GSA CO will review the Federal Awardee Performance and Integrity Information System (FAPIIS) and the Excluded Parties Lists System (EPLS) (within System for Award Management (SAM)) information on the awardee in order to make a past performance **responsibility determination** in accordance with FAR 9.104-6 FAPIIS and FAR 9.105-1, "Obtaining Information."

The Government reserves the right to review information contained in the Past Performance Information Retrieval System (PPIRS) (<a href="http://www.ppirs.gov/">http://www.ppirs.gov/</a>), and other applicable Government systems in an effort to make an informed **responsibility determination** prior to award.

[END]

#### APPENDIX B

#### **Instructions to Offerors**

#### **B1.0 Response Package Instructions**

The contractor's response package must include the following information and must not exceed the following page limitations:

- Cover Letter/Executive Summary (including the contractor's DUNS, Tax ID, and Prompt Payment Discount) 2 Page Limit.
- **Past Experience** (**PE**): 6 Page Limit (*Max 3 references/Max 2 pages per reference*)
- **Technical Approach (TA):** 10 Page Limit (to include all information required by B1.1.3)
- **Pricing:** Mandatory spreadsheet must be completed and returned with pricing information.
- Tax Liability Letter, submitted on company letterhead: No page limit.
- Representations and Certifications, to include:
  - 52.212-3, Representations and Certifications for Commercial Items (and Services) (NOV 2017) 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007)
  - 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (JAN 2017)
  - If all reps and certs are on the SAM website, please note this information on the cover letter of the package. No page limit.
- ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION and OCI MITIGATION PLAN \*\* The OCI Certification is required with response package (See section B1.1.8). The OCI Mandatory Certification is found in AppendixB.1.1. The OCI Mitigation Plan shall be submitted in the response package, if an OCI has been identified and requires mitigation.

#### **B1.1 Response package Development Instructions**

The contractor must submit the response by the date and time established in the notice posted in GSA's Electronic Ordering System, known as ITSS. If the submission cannot be uploaded to

ITSS due to technical difficulty, immediately report the problem to the ITSS help desk and the CO, Kervin Trae Dupart, 817-978-0602, kervin.dupart@gsa.gov, in sufficient time prior to closing to allow for the submission of the package via an alternative method.

NOTE: Failure to register properly in GSA's Electronic Ordering System (ITSS) is not an acceptable excuse for the inability to submit a timely response to the solicitation.

If a contractor decides to submit a "No Bid" in response to the solicitation, GSA requests a reason be provided.

All questions concerning this solicitation package will be submitted to the GSA CO via email to kervin.dupat@gsa.gov by close of business **five** (5) **working days** after the solicitation issue date identified in the GSA ITSS. The GSA CO will compile all questions and responses and post them in ITSS for all solicited vendors to view via and amendment.

The only method by which any terms of this solicitation (to include the PWS) may be changed is by a formal amendment to the solicitation generated by the issuing office. No other communication made whether oral or in writing (e.g., at any Pre-offer submittal conference, Industry Questions & Answers prior to response closing date and time, clarifications, etc.), will modify or supersede the terms of the PWS. No contact with anyone other than the responsible CO is allowable after the release of the solicitation.

The Government reserves the right to make a selection based upon initial submittal packages; therefore the offeror should submit its best terms in its initial submission. The Government also reserves the discretion to confer with offerors/interested parties and request revised submittal packages if needed. The Government reserves the right to make no award.

Offeror's shall thoroughly examine all solicitation documents and instructions. Failure to do so will be at the Offeror's own risk. Failure to comply with all of the terms and conditions of the solicitation, to include the PWS, may result in the Government's elimination of the submittal package received in response to the solicitation, from further consideration for award.

#### **B1.1.1 Required PP Information**

Although Past Performance (PP) is not a formal evaluation factor for ward, the GSA CO will review the Federal Awardee Performance and Integrity Information System (FAPIIS) and the Excluded Parties Lists System (EPLS) (within System for Award Management (SAM))

information on the awardee in order to make a past performance **responsibility determination** in accordance with FAR 9.104-6 FAPIIS and FAR 9.105-1, "Obtaining Information."

### There is no additional PP information required for submittal by the contractor with their offer.

The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror. This past performance information will be used for the evaluation of past performance.

#### **B1.1.2 Required Past Experience (PE) Information**

Using the Past Experience Information Sheet (PWS/Appendix C) provide the recent and relevant PE information for a maximum of three (3) past or current contracts/task orders completed within the past 5 years with comparable (same or similar scope, size, duration) requirements to the solicited task. Past experience will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully complete a project with comparable scope, size, and duration to the requirements of the solicited task. An offeror who has not successfully performed comparable tasks as stated in the PWS will not be considered technically acceptable and will not be considered for award.

The offeror may use subcontractor experience as well as prime contractor past experience, as long as it is of similar size, scope, and duration to the work described in the PWS. Prime level experience may be given greater consideration than subcontract level experience, depending on the project scope (value, Period of Performance, and type of work performed and its applicability to the current requirement). The offeror must identify whether it was the prime or a subcontractor for each project.

Offerors should furnish the following specific information required on each contract/task order provided.

- Contract Name and Number
- Period of Performance
- Contract Dollar Amount
- Contract Type
- Date of Award
- Contracting Officer's Contact Information
- Contracting Officer's Representative's Contact Information
- Brief explanation/narrative describing the scope and complexity of the work, including

description of the offeror's effort in the project and demonstration of the relevance of that work to the requirements of this task.

The Government may supplement the information provided with any other information it any other source including its own experience with the firm (or Subcontractor or teaming partner), and information concerning past experience from any other reliable source.

#### Offeror's Past Experience must not exceed 6 pages in total.

Note: In rating this factor, the Government will evaluate the firm's similar experience. The government's consideration of experience will include the offeror's organizational experience but will not include specific consideration of the offeror's proposed, current, or former contractor personnel experience as part of the offeror's organizational experience.

#### **B1.1.3 Required TA Information**

In support of the evaluation of the TA each offeror must submit the following:

- A methodology overview guiding performance of the requirements identified in this solicitation, and a general description of how the offeror's approach will be applied to accomplishing the requirements. This overview should identify if teaming partners or subcontractors will be utilized. An offeror must not simply state that it is willing to perform the SOO requirements. Vendors must show they are capable of performing the work described in the SOO.
- Draft quality control plan excerpt: The vendor will include a draft quality control plan (QCP) excerpt in the response package that reflects the key areas of support identified in Table 1 of Section 5.1, and also addresses the management of Key Personnel, the overall task, and areas identified in the vendors Technical Approach (TA) submittal. The QCP shall include a Quality Control Matrix that (at a minimum addresses) the elements identified in PWS Table 1 of Section 5.1. proposed by the vendor in accordance with the PWS.
- Demonstrate that the offeror's proposal meets the specific requirements of the PWS through the identification of specific skill categories proposed with a description of specific duties each will perform. The vendor shall include a "crosswalk" and functional description, including experience and education of personnel proposed, and the labor categories identified in this PWS under SECTION 4 and their proposed labor categories based on their awarded GSA GWAC.

#### Offerors' Technical Approach must not exceed 10 pages in total.

#### • B1.1.4 Required Pricing Information

This requirement is **fully funded hybrid FFP/T&M**. In the pricing section of the response to this PWS, offerors shall include specific skill category(s) with rates the contractor expects to invoice and the number of positions with estimated total hours for each position. These rates shall be fully burdened, and not subject to DCAA or other finalized audited rates. After award, this order shall not be considered a Forward Pricing Rate Agreement (FPRA).

- In an effort to receive the highest quality solution at the lowest possible price the government requests all available discounts on all services offered by the contractor for this requirement. The offeror is encouraged to offer discounts below contract rates. When offering discounts, quotes must clearly identify both the contract and the discount price for each discounted labor rate.
- The vendor will provide/offer prompt payment terms in their quote, ensuring that any prompt payment terms included in the basic contract.

#### **B1.1.5** Travel

Travel is anticipated for this task. The vendor shall include travel costs in accordance with the terms identified in the PWS.

The travel ceiling that is provided, is an estimation for evaluation purposes only. No G&A, OH or other indirect costs shall be allowable under the terms of the solicitation or resultant awarded order.

#### B1.1.6 Organizational Conflict of Interest \*\*\* REQUIRED DISCLOSURE \*\*\*

In response to this solicitation the vendor shall identify any potential conflicts of interest associated with the requirements of this procurement, per FAR 9.5. This disclosure shall be submitted on a separate signed letter on company letterhead. If no OCI exists, the letter shall state that fact, and shall be signed by an authorized signatory of the company, and submit the letter with the quotation package. See Section **5.9.8**, of the PWS titled "Organizational Conflict of Interest" for detailed requirements of this order.

B1.1.7 Required Representations and Certifications \*\*REQUIRED DISCLOSURE \*\*\*

The following reps and certs are required to be submitted in response to the solicitation. If the reps and certs are on the SAM.gov website, please state that fact in the cover letter of the submittal package.

### B1.1.7.1 REQUIRED TAX CERTIFICATION LETTER \*\*REQUIRED TO BE SUBMITTED WITH THE RESPONSE PACKAGE.\*\*\*

Please submit the following in accordance with the Department of Justice's policy certifying that your company does not have any unpaid federal tax delinquencies or, within the preceding 24 months, has a felony criminal conviction under any federal law or state law.

Response is required on your company letterhead identifying the project title, and ID #. Date the document, and ensure the document is signed by an official of the company who is authorized to represent the company on this topic.

<u>Submission</u> is required via ITSS with the response to the solicitation, on a separate document using company letterhead.

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

### B1.1.7.2 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007)

As prescribed in 27.409(c), insert the following provision:

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—
- [ ] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- [ ] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:
- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

## B1.1.8 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION \* Required with response package \*\*

- a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.
- b) Prospective Contractors should refer to FAR Subpart 9.5 and GSA Part 509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
- c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

The offeror certifies to the following:

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information).

NOTE: If specific Conflicts of Interests (COI's) have been identified in the above COI Declaration, offerors <u>must</u> include a COI Mitigation Plan where specific measures will be proposed in order to avoid, mitigate, or neutralize COI's. (See Appendix A and Appendix B).

#### **B.1.1.9** Additional Submittal Information

#### B1.1.9.1

**Quoting Pre-priced/Required ODCs for Requirements under <b>GWAC** Contracts (FAR 16.5)

All ODCs proposed shall be identified as ODCs on the price portion of the response package. The ODCs shall comply with the terms of the basic GWAC contract and its ordering guide pertaining to the inclusion of ODCs in the price portion of the response package and ultimate solution for the requirement.

For GWAC Orders that require unpriced/unknown ODCs/materials that will be procured via a CTP (USE SPARINGLY, PLEASE):

The total solution requires the procurement of supplies and/or services that are unknown at the time of award, and will be vital to the overall success of this order. A ceiling amount for materials/ODCs has been established in the PWS. In order to procure materials/ODCs on behalf of the Government (that are unknown and unpriced at the time of solicitation and subsequent award), the following must be provided with the solicitation response: (1), offeror's must provide verification from a cognizant audit agency that their accounting system had been audited and deemed adequate for determining applicable costs to the contract the price offering is based upon; such as, an approved DCAA audit report. (2) Offerors must provide a statement of compliance with the CTP process, and the FAR, GSAR and client agency regulatory requirements if awarded this order.

\*\* The offeror may not propose a material handling fee for items procured on behalf of the Government under the terms of this order.

#### **B1.1.9.2** Allowance of Contractor Teaming Arrangements (CTA)

The prime or "lead" contractor of this task order shall submit all teaming arrangements established with the offer submission for review by the government. If, during the course of contract/task order performance a new CTA is formed, or a previous CTA is changed/terminated, etc. the contractor shall provide the information to the GSA Contracting Officer (CO) for their files within 15 days after the establishment of the agreement. If the GSA contracting officer determines that the CTA is in compliance with the terms and conditions of the original order, the CO will modify the task order to include the teaming arrangement(s), as applicable.

Any CTAs established under this task order shall designate all team members, their corresponding GSA Schedule contract numbers, and describe the tasks performed by each team member, along with associated proposed prices (e.g., unit prices, labor categories and rates) for each responsible CTA member.

The team lead responsibilities for any established teaming arrangements remain with the 'prime' contractor/awardee under this task order. The team lead is ultimately responsible for insuring performance of this task. However, each team member is accountable under the terms and conditions of its contract for any problems identified.

The formation of a CTA or procurement of materials via FAR 51 deviation or via open market processes, does not excuse the vendor from complying with all FAR part 25 requirements, such as Trade Agreement Acts, Buy American Act, etc.

#### **APPENDIX C**

#### **PAST EXPERIENCE**

#### **Information Sheet**

Provide the information requested in this form for each contract/program being described. Provide concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations set forth in the task order, *Section 8.3.1*, *Past Experience*, of this solicitation.

A.	Offeror Name (Company/Division):
	CAGE Code:
	DUNS Number:
	OTE: If the company or division performing this effort is different than the offeror or the relevance of this effort he instant acquisition is impacted by any company/corporate organizational change, note those changes.)
В.	Program Title:
C.	Contract Specifics:
1. (	Contracting Agency or Customer:
2. 0	Contract Number:
3. 0	Contract Type:
4. I	Period of Performance:
5. 7	Cotal Contract \$ Value:(Total cost to inlcude all options)
6. (	Current Contract \$ Value: (Do not include unexercised options)
D.	Brief Description of Effort asPrime orSubcontractor
	ease indicate whether it was development and/or production, or other acquisition phase and highlight portions sidered most relevant to current acquisition):
Е.	Milestones:

1. Start Date:			 
2. Completion Date:	 	 	 -

**F. Primary Customer Points of Contact:** (For Government contracts provide current information on both individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

	Name			
Client Program Manager and/or Site Manager	Office			
Information	Telephone			
	E-Mail			
	Name			
Contracting Officer	Office			
Information	Telephone			
	E-Mail			

- G. Describe <u>in as much detail as possible</u> why this experience is relevant with respect to the scope of the overall task and to the requirements as described in Sections 4 and 5 of this SOW/PWS. Scope is defined as the range of work/skills being referenced is similar in nature to the requirements identified in the SOW/PWS. Please reference back to Appendix C, Section 1.2 Past Experience (PE) "similar" language.
- H. Describe <u>in as much detail as possible</u> why this experience is relevant with respect to the size of the overall task and to the requirements as described in Sections 4 and 5 of this SOW/PWS. Size is defined as dollar value, number of personnel in similar skill sets, and/or number of users/hardware supported is similar in nature to the requirements identified in the PWS. Please reference back to Appendix A, Section 1.1 Past Experience (PE) "similar" language.

### APPENDIX D

(See Attached Excel File)

PRICING SPREADSHEET